



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, December 3, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Lenn Chilton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

November 19, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Apostle Valenia Green - systemic racism against the disabled and homeless.

Reggie Hill - public safety, homeless population, Civic Center, cyber intelligence and OPR.

10. CONSENT RESOLUTIONS HELD OVER

60-1151 Determine an appropriation to Africatown Community Development Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting).

11. RESOLUTIONS HELD OVER

08-1155 Approve purchase order to Dana Safety Supply Inc. for Gorilla command center vehicle storage vaults for MPD; \$58,940.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1156 Approve purchase order to E-Builder, Inc. for annual renewal of E-builder project management software; \$66,103.33 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1157 Approve purchase order to LexisNexis Risk Solutions for subscription to information collection and investigation software for MPD; \$23,400.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1158 Approve purchase order to Intterra, LLC for subscription to Intterra operations situational awareness software for MFRD; \$20,171.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing).

08-1159 Approve purchase order to Stons Inc. for subscription to workflow management software for MIT; \$73,242.00 (sponsored by Mayor Stimpson) (submitted by John Pain, Purchasing).

13-1160 Authorize Change Order No.1 with Thompson Engineering, Inc. for US Hwy 45 streetscape improvements Increase of \$13,323.50 (sponsored by Mayor Stimpson and Councilmember Penn)(submitted by Nick Amberger, Engineering Department).

21-1161 Authorize contract with Thompson Engineering, Inc. for 2024 stormwater modeling (D1,2); \$240,000.00 (sponsored by Mayor Stimpson and Councilmembers Penn and Carroll) (submitted by Nick Amberger, Engineering Dept.).

21-1162 Authorize contract with Sawgrass Consulting, LLC for 2024 PAYGO Resurfacing Commission District 1 (D2,4,7); \$619,775.00 (sponsored by Mayor Stimpson and Councilmembers Carroll, Reynolds, and Gregory) (submitted by Nick

Amberger, Engineering Dept.).

21-1163 Authorize contract with Dorsey & Dorsey Engineering, Inc. for 2024 PAYGO Resurfacing Commission District 2 (D4,5,6); \$383,200.00 (sponsored by Mayor Stimpson and Councilmembers Reynolds, Daves, and Woods) (submitted by Nick Amberger, Engineering Dept.).

21-1164 Authorize contract with Thompson Engineering, Inc. for 2024 PAYGO Resurfacing Commission District 3(D4,6); \$485,800.00 (sponsored by Mayor Stimpson and Councilmembers Reynolds, and Woods) (submitted by Nick Amberger, Engineering Dept.).

12. CONSENT RESOLUTIONS BEING INTRODUCED

09-1165 Transfer funds from District 6 Discretionary Account to Parks & Recreation Account to assist with Christmas celebration (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

37-1166 Recommend approval to the ABC Board for issuance of a Manufacturer License to Deerfish Distilling Co.; 757 Government Street (sponsored by Councilmember Carroll).

37-1167 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to First Stop; 1275 Springhill Ave. (sponsored by Councilmember Carroll).

37-1168 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II License to First Stop; 1275 Springhill Ave. (sponsored by Councilmember Carroll).

58-1169 Assess costs for removal of weeds, Repeat Weed Lien Group 76.

60-1170 Determine an appropriation to the Bay Area Women Coalition, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1171 Determine an appropriation to Mobile Alumni Chapter Kappa Alpha Psi, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-1172 Determine an appropriation to People United to Advance the Dream, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn)

(submitted by Donna Bryars, Accounting Dept.).

60-1173 Determine an appropriation to the Mobile Alumni Chapter Kappa Alpha Psi, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1174 Determine an appropriation to People United to Advance the Dream a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-1181 Determine an appropriation to the Connie Hudson Mobile Regional Community Center Foundation serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

13. CIP RESOLUTIONS INTRODUCED

01-1175 Authorize agreement with WAS Design, Inc. for Crawford-Murphy Park splashpad, parking lot, and lighting; \$76,725.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

01-1176 Authorize agreement with Jpayne Organization, LLC for Springhill Recreation Center stage and classroom improvements ; \$256,200.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

14. RESOLUTIONS BEING INTRODUCED

08-1177 Approve purchase order to Superbetter, LLC for subscription for software for Public Safety Project Safe Neighborhoods; \$20,700.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1182 Transfer funds from the Unassigned Fund Balance in the General Fund to CIP Fund for Civic Center demo and construction; \$1,344,375.50 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

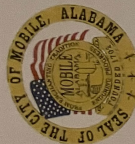
15. CALL FOR PUBLIC HEARINGS

41-1178 Call for public hearing to consider rezoning for property located at 5301 Moffett Road from B-2 to B-3 (scheduled for January 7, 2025) (District 7).

41-1179 Call for public hearing to consider the application of Salute MedTrans, LLC to operate a non-emergency medical transport service (scheduled for December 17, 2024).

41-1180 Call for public hearing to consider assenting to the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street (scheduled for December 17, 2024) (District 1).

16. ANNOUNCEMENTS



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: 11.26-24

Address: 603 Delaware St.

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

Date to Address City Council: 12.3.24

Subject and/or specific questions (must complete):

Systematic racism against the disabled in the city of
Mobile as well as the homeless.

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

This concerns the citizens in Mobile that are disabled

Signature: [Signature]

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: Re: 12/3 Agenda
Date: Wednesday, November 27, 2024 12:23:08 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,

When I spoke with the City Clerk yesterday, I was told to have it in by 1p.

Kindest Regards,

Reginald J. Hill, II - M. Ed.



On Wed, Nov 27, 2024 at 12:10 PM Gauthier, Lana <lane.gauthier@cityofmobile.org> wrote:

Mr. Hill,

Your request has been denied because it was received at 12:10 p.m. which was past the 12:00 p.m. for the December 3, 2024 meeting.

Lana Pafenbach

Assistant City Clerk

City Clerk's Office

City of Mobile

(251) 208-7474

From: RJHILL II <rhills4tf@gmail.com>
Sent: Wednesday, November 27, 2024 12:17 PM
To: Gauthier, Lana <lane.gauthier@cityofmobile.org>
Subject: 12/3 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,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * Public Safety (addressing uptick in youth violence, homicides, WAVE Transit)
- * Homeless Population (addressing recent Ordinances and long range plans for homelessness, public housing, affordable housing)
- * Mobile Civic Center (procedural recommendations, clarity of Historic District Review)
- * Cyber Intelligence (Budgeting, Practices)
- * OPR (Status/Review of Cases, Structural Effectiveness)

Thank you for your attention to this matter and for all the work of our City Clerk's Office.
Have an amazing kickoff to the Holiday Season! 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



RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate **\$8,300.00** to Africatown Community Development Corporation, from District 2 Discretionary Fund (10041020 42080); and*

WHEREAS, *Africatown Community Development Corporation, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Africatown Community Development Corporation, *will be used to assist with to assist with the efforts to eradicate blight within the community, mowing, plowing, and maintenance of Jakes Lane Community Garden and the Kidd Park Mural.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$8,300.00** to Africatown Community Development Corporation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 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 Dana Safety Supply Inc for 16 Gorilla Command Center rear in-vehicle storage vaults for MPD.

Amount of Contract:

\$58,940.36

Funding Source

Motor Pool capital

ATTACHMENTS:

1. 20241115 Dana Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 26 November 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 Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Dana Safety Supply Inc for 16 Gorilla Command Center
rear in-vehicle storage vaults for MPD.
Motor Pool capital

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$58,940.36

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 5907

How many bidders received bid packages (if applicable): 14+web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>309,315,316</u>	2025	(F7000) MOTOR POOL	16 GORILLA COMMAND CENTER VEHICLE STORAGE VAULTS FOR MPD (SEALED BID 5807)	\$58,940.36	<u>(290980) DANA SAFETY SUPPLY INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000309-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY QUOTE AND BID # 5907 GORILLA COMMAND CENTER AS FOLLOWS:	16.00 EACH	3118.71000	49899.36
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Additional Description Notes

GORILLA COMMAND CENTER 1426 VAULT FOR POLICE DEPT.

AS REQUESTED BY 1530-PD

1	7000.40.20.0000.0000.2070.0000.0000.47020. E MP01530 .EQUIPUND5K.			49899.36
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Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000309-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	290980				MOTOR POOL

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				49899.36

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

Account	Amount	Remaining Budget
E MP01530 .EQUIPUND5K.	49899.36	3729175.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47020.	49899.36	21046247.83
MOTOR POOL EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Approved	10/07/24	CHARLES SUMRALL	
Forward	10/09/24	SHONNDA SMITH	Automatic Forward to 910521290
Approved	10/10/24	CHERI BOUCHER	Auto approved by: 910521290
Approved	10/10/24	ASHLEY PHILLIPS	Approved per Shonnda Smith
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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000315-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND BID # 5907 GORILLA CUSTOM TOP BOX AS FOLLOWS	2.00 EACH	2364.00000	4728.00
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Additional Description Notes

GORILLA CUSTOM TOP BOX AS FOLLOWS:
GORILLA CUSTOM FIT 1689/1708 TOP BOX FOR PD

AS REQUESTED BY 1530-PD

1	7000.40.20.0000.0000.2070.0000.0000.47020. E MP01530 .EQUIPUND5K.			4728.00
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Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 0000315-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			4728.00

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

Account	Amount	Remaining Budget
E MP01530 .EQUIPUND5K.	4728.00	3729175.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47020.	4728.00	21046247.83
MOTOR POOL EXP		
EQUIPMENT (LESS THAN \$5000)		

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

Activity	Date	Clerk	Comment
Approved	10/07/24	CHARLES SUMRALL	
Forward	10/09/24	SHONNDA SMITH	Automatic Forward to 910521290
Approved	10/10/24	CHERI BOUCHER	Auto approved by: 910521290
Approved	10/10/24	ASHLEY PHILLIPS	Approved per Shonnda Smith
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: _____

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Bill To	Requisition 00000315-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
DANA SAFETY SUPPLY INC
4809 KOGER BLVD

GREENSBORO, NC 27407

Tel#850-624-7173
Fax 800-375-8347

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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10/04/24	290980				MOTOR POOL
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LN Description / Account	Signature	Qty	Unit Price	Net Price
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000316-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	1290980				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND BID # 5907 GORILLA BOX DIVIDERS-DRAWER DIVIDERS FOR PD Additional Description Notes ----- GORILLA BOX DIVIDERS-DRAWER DIVIDERS FOR PD GORILLA BOX DIVIDERS 1980-DRAWER DIVIDERS AS REQUESTED BY 1530-PD	18.00 EACH	239.63000	4313.34
1	7000.40.20.0000.0000.2070.0000.0000.47020. E MP01530 .EQUIPUND5K.			4313.34

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000316-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
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Page 2

Vendor
 DANA SAFETY SUPPLY INC
 4809 KOGER BLVD

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

GREENSBORO, NC 27407

MOBILE, AL 36604
 AGEET@CITYOFMOBILE.ORG

Tel#850-624-7173
 Fax 800-375-8347

Delivery Reference
 TRAVESIA AGEE

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/04/24	290980				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
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[Requisition Link](#)

Requisition Total 4313.34

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

Account	Amount	Remaining Budget
E MP01530 .EQUIPUND5K.	4313.34	3729175.25

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47020.		
MOTOR POOL EXP	4313.34	21046247.83
EQUIPMENT (LESS THAN \$5000)		

***** 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
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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

BID TABULATION

CITY OF MOBILE
STORAGE VAULT
POLICE

BID NO. : 5907
DATE: 11/14/2024

Bid Date: 08/08/2024

BID QUANTITIES		DANA SAFETY SUPPLY			SUNBELT FIRE			NAFECO		
ITEM DESCRIPTION	Qty.	UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	TOTAL
STORAGE VAULT (REQ 309)	16	EACH	\$ 3,118.71	\$ 49,899.36	NO BID			NO BID		
GORILLA BOX DIVIDERS (REQ 316)	18	EACH	\$ 239.63	\$ 4,313.34						
GORILLA TOPE BOX (REQ 315)	2	EACH	\$ 2,364.00	\$ 4,728.00						
TOTAL			5,722.34	58,940.70		0.00	0.00		0.00	0.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/17/2024	5907	POLICE DEPT	As Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Thursday, November 14, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX QTY 1-20	STORAGE VAULT <u>STORAGE VAULT</u> - FITS CHEVY TAHOE YEAR 2021-2025 - GORILLA COMMAND CENTER PART # 1426 OR EQUAL - ELECTRONICS CABLE TRAY - OVER 11.4 CUBIC FEET STORAGE - FULL ACCESS TO REAR FUSE PANEL AND BATTERY - STANDARD PROGRAMMABLE KEYPAD + KEY FOB - LEFT OR RIGHT HANDED DRAWER LATCH - STANDARD USB AND TYPE C PLUGS - DIMENSIONS: 44"L x 40"W - WEIGHT: APPROX. 140 LBS. - SEE FIGURE 1 Make _____ Model _____ Upon award the City will purchase a minimum of 1 items.					
APPX QTY 1-25	<u>GORILLA BOX DIVIDERS- DRAWER DIVIDERS</u> - GORILLA BOX DIVIDERS PART # 1980 OR EQUAL 2 PIECES LONG DIVIDERS 4 PIECES OF SHORT DIVIDERS - SEE FIGURE 2 Make _____ Model _____ Upon award the City will purchase a minimum of 1 items.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page_____ of_____

APPX QTY
1-10

READ ABOVE INSTRUCTIONS BEFORE QUOTING

By _____

Page 25 of 625

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. Quote Delivered Pricing FOB Mobile, Alabama. Pricing shall be firm for one (1) year period following the award of the bid. At the option of the City of Mobile, the award of this bid may be extended for up to two (2) additional one (1) year periods. TO BE AWARDED ON ALL OR NONE					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

GORILLA COMMAND CENTER
PART # 1426

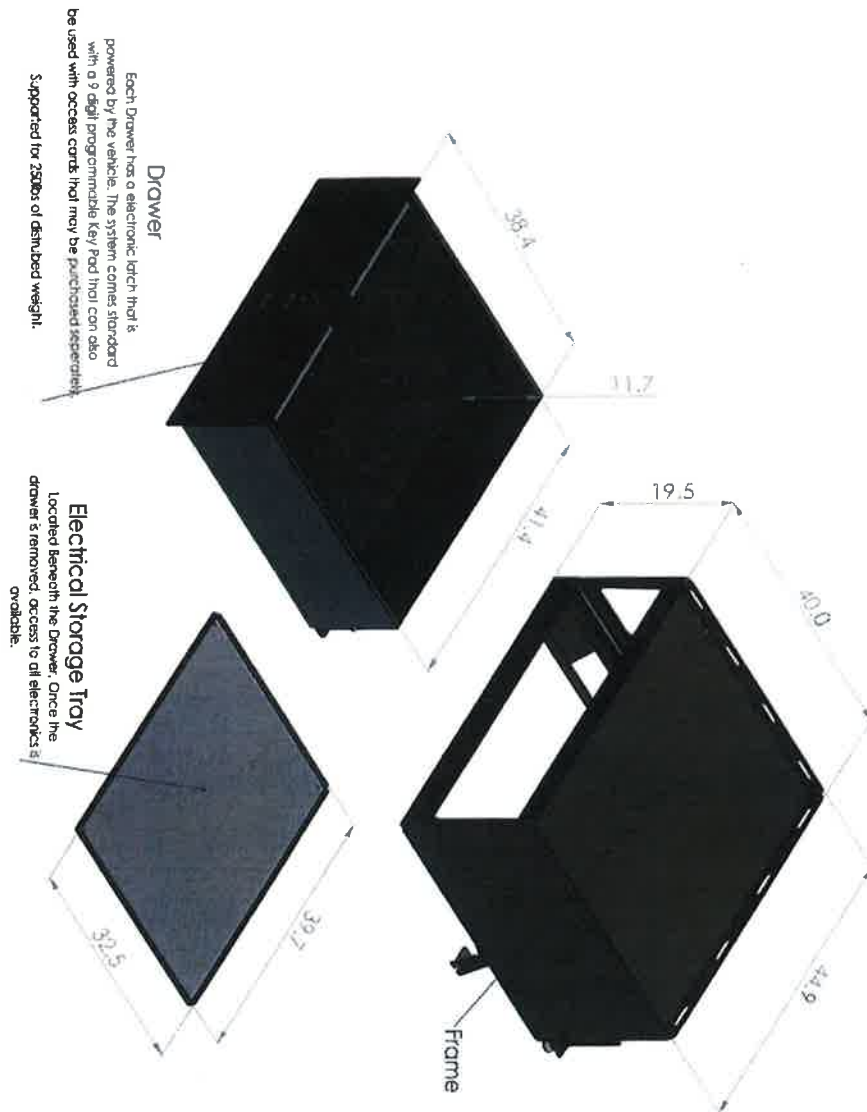


Figure 1

GORILLA Box DIVIDERS
PART # 1980

PART FINISH



Figure 2

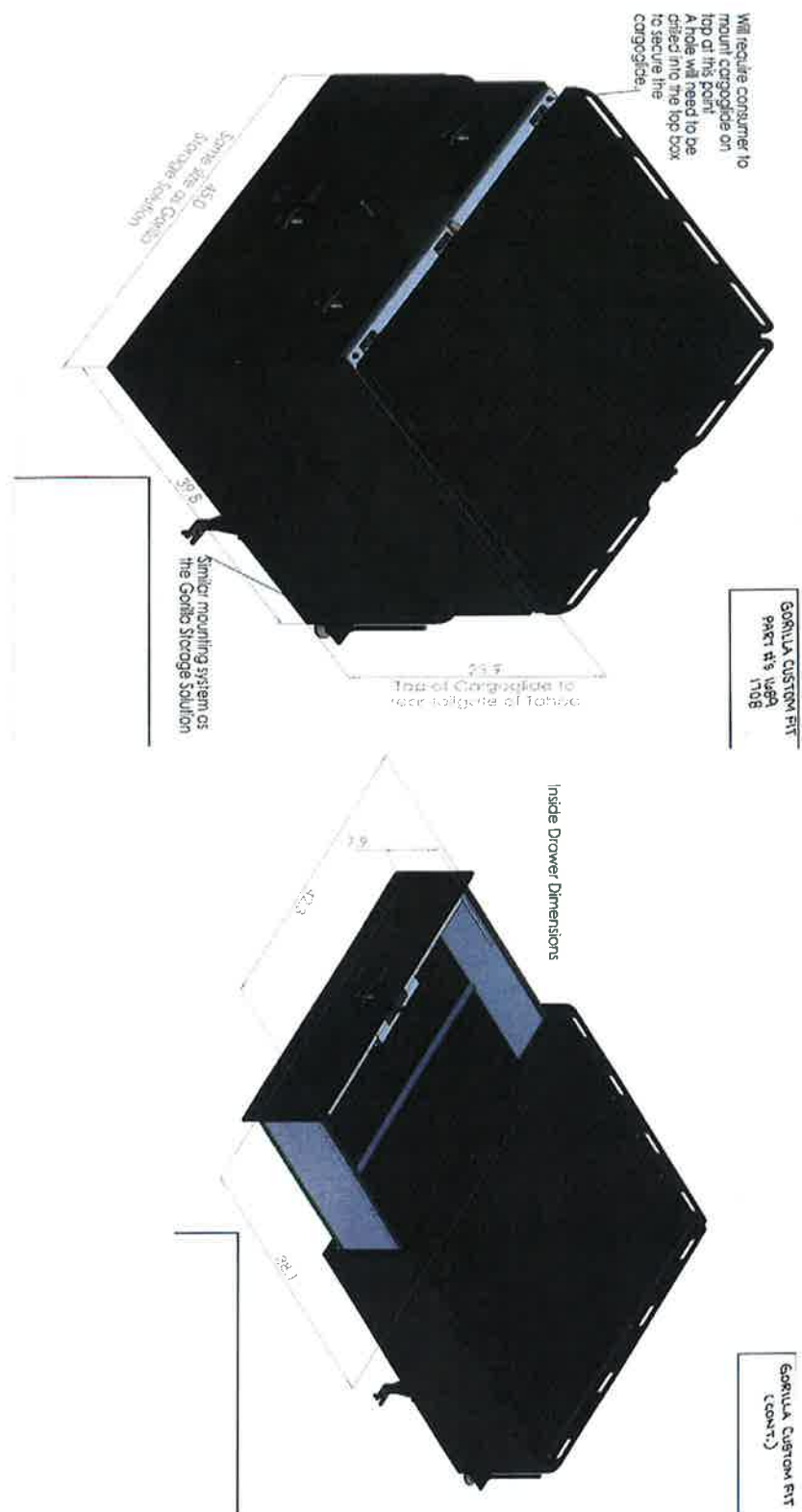


Figure 3

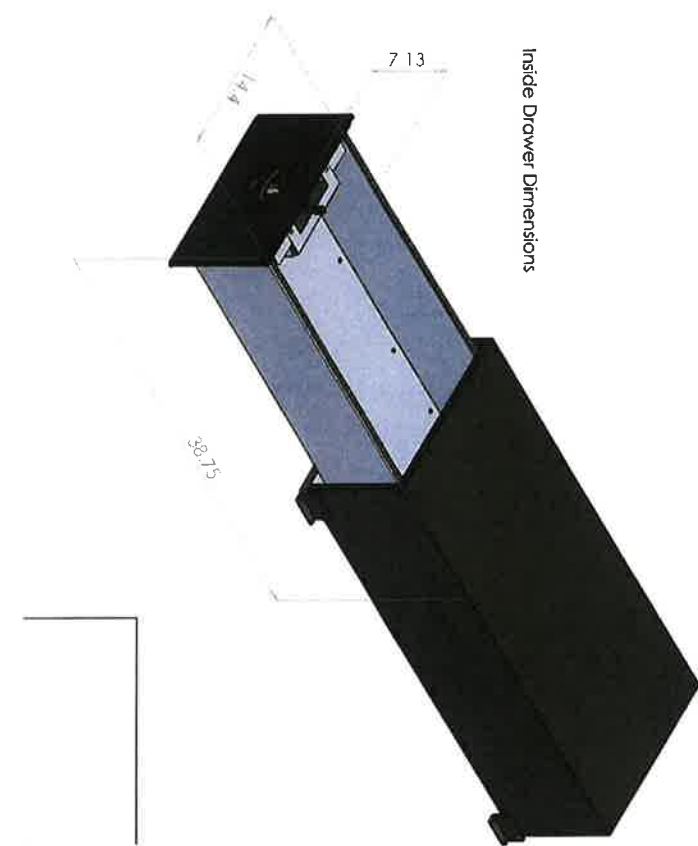


Figure 4



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: December 3, 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 E-Builder, Inc for annual renewal of E-Builder project management software.

Amount of Contract:

\$66,103.33

Funding Source

Capital EBuilder engineering projects

ATTACHMENTS:

1. 20241119 EBuilder Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 26 November 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 E-Builder, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to E-Builder, Inc for annual renewal of E-Builder project management software.
Capital EBuilder engineering projects

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$66,103.33

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; GSA 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>2211</u>	2025	(2045) MAJOR PROJECTS	ANNUAL RENEWAL OF E-BUILDER PROJECT MANAGEMENT SOFTWARE (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	\$66,103.33	<u>(295201) E-BUILDER, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002211-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
--	--

Page 1

Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 CHRIS.POWELL@CITYOFMOBILE.ORG

Delivery Reference
 CHRIS POWELL

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/24	295201	12/06/24			MAJOR PROJECTS

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.
 RENEWAL OF EXISTING SOFTWARE PER
 GSA #GS-35F-408AA.

001	INVOICE #16563 DUE 12/06/2024 (PENDING COUNCIL APPROVAL) ENTERPRISE CAPITAL SOFTWARE PROGRAM ANNUAL E-BUILDER LICENSING FEE FOR UNLIMITED USERS -THE TERM FOR THESE LICENSES IS 1/01/2025 - 12/31/2025 GSA CONTRACT NUMBER: GS-35F-408AA Vendor Item	1.00	55574.36000	55574.36
-----	---	------	-------------	----------

The Above Line Item Is Required By: 01/17/22

1	2000.80.00.0000.0000.0000.0000.42200. E E0048 .PROFTECHNC.			55574.36
---	---	--	--	----------

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 JASMINE WASHINGTON

Deliver To
 PROGRAMS & PROJECT MGMT

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002211-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 E-BUILDER, INC.
 1800 NW 69TH AVE SUITE 201

PLANTATION, FL 33313

Tel#954-513-3105

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 CHRIS.POWELL@CITYOFMOBILE.ORG

Delivery Reference
 CHRIS POWELL

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/24	295201	12/06/24			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644			
002	APP/INFRASRCT/HOST/CLOUD COMP: ANNUAL FEE FOR "APPXCHANGE" (INTEGRATION WITH TYLER MUNIS/EERP) Vendor Item	1.00 EACH	10528.97000	10528.97
1	2000.80.00.0000.0000.0000.0000.42200. E E0048 .PROFTECHNC.			10528.97

Ship To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644
 Delivery Reference
 CHRIS POWELL

Deliver To
 PROGRAMS & PROJECT MGMT
 205 GOVERNMENT STREET
 2ND FLR S TOWER RM 229
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total

66103.33

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002211-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
---	---

Page 3

Vendor E-BUILDER, INC. 1800 NW 69TH AVE SUITE 201 PLANTATION, FL 33313 Tel#954-513-3105	Ship To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644 CHRIS.POWELL@CITYOFMOBILE.ORG Delivery Reference CHRIS POWELL Deliver To PROGRAMS & PROJECT MGMT 205 GOVERNMENT STREET 2ND FLR S TOWER RM 229 MOBILE, AL 36644
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/14/24	295201	12/06/24			MAJOR PROJECTS

LN	Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	E E0048 .PROFTECHNC.		66103.33	37758.83

***** General Ledger Summary Section *****				
	Account		Amount	Remaining Budget
	2000.80.00.0000.0000.0000.0000.42200.		66103.33	
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL				

***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	11/14/24	JENNIFER GREENE		
Approved	11/15/24	BRENDA RHODES		
Approved	11/15/24	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	11/15/24	RELYA MALLORY	Auto approved by: 910511034	
Approved	11/18/24	DONALD ROSE	Auto approved by: 9105fola	
Approved	11/18/24	SANDRA LEWIS	Auto approved by: 9105fola	
Approved	11/18/24	STEVEN KRONINGER	Auto approved by: 9105fola	
Approved	11/18/24	SAMANTHA COOLEY	Auto approved by: 9105fola	
Approved	11/18/24	LONELL HARRIS	Auto approved by: 9105fola	
Approved	11/18/24	ANNE FOLEY		
Approved	11/18/24	JOHN PAINE	Auto approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule FSS Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[®], a menu-driven database system. The INTERNET address GSA *Advantage!*[®] is: GSAAAdvantage.gov.

Multiple Award Schedule

FSC Group: Large Category F – Information Technology

Contract number: GS-35F-408AA

Contract period: May 31, 2023 through May 30, 2028

e-Builder, Inc.

4th Floor Suite 400, Office Number 495
Sunrise, FL 33323-2855
(P) 754-755-8727
(F) 954-792-5949

<http://www.e-Builder.net>

Contract administration source Carlos_Abaunza@trimble.com

Business size: Other than Small

For more information on ordering go to the following website: <https://www.gsa.gov/schedules>.

Price list current as of Modification #PA-0050 effective October 22, 2024

Prices Shown Herein are Net (discount deducted)

OVERVIEW

Company Background

e-Builder is the leading provider of fully integrated, cloud-based construction program management software for top facility owners and organizations that act on their behalf. The company's flagship product, e-Builder Enterprise, improves capital project execution resulting in increased productivity and quality, reduced cost, and faster project delivery. Since 1995, e-Builder's technology leadership and construction industry focus has provided thousands of global companies, government agencies, and healthcare and educational institutions managing billions of dollars in capital programs with solutions to improve the plan, build and operate lifecycle. The company is privately held and headquartered in Sunrise, Florida.

Earned Prestige and Trust

e-Builder is trusted by many of the largest facility Owners and Program Managers managing capital construction project portfolios in excess of \$100 billion to provide a reliable, cost effective and flexible platform for strategically managing cost, schedule and scope information from planning to occupancy. e-Builder provides these organizations with an auditable control mechanism to meet today's regulatory requirements.

Accessible and Responsive Team

e-Builder prides itself in being accessible to our clients and responding to their needs as part of our product roadmap definition. More than 75% of our enhancement requests come from clients. e-Builder's leadership team is available to address issues or concerns quickly.

Experience in the Construction Industry

Our team consists of seasoned experts with vast experience implementing our software throughout the world. The e-Builder team is experienced in the development, implementation, deployment, training and support of complex construction program management systems. We do not subcontract these functions. Our direct experience affords us a unique understanding of what it takes to deliver a successful implementation and results in our clients achieving their stated goals. e-Builder's focus and experience has always been on the construction industry, as opposed to generic project management systems. We have not ventured, nor do we plan to venture, outside of this space.

e-Builder Enterprise™ Product Overview

e-Builder Enterprise is a fully integrated cloud-based construction program management software system for owners managing capital projects. The system is designed to address the specific needs of these owners from planning stages through occupancy or operation. e-Builder Enterprise connects all of the internal and external stakeholders to efficiently manage documents, schedule, and communications across all of the projects in the organization. Developed and continuously refined since 1995 with input from thousands of users, e-Builder Enterprise is the most innovative, functionally-rich and easiest-to-use construction program management software system of its kind. Whether you are managing a single project, multiple projects, or multiple programs each with several projects, e-Builder Enterprise provides one integrated system to manage the cost, schedule and scope of each project as it moves from planning to occupancy. The system is modular, and entirely accessible and configurable via the Internet making it the fastest system to deploy. More than 5,000 companies and government agencies involved in capital construction planning, design, construction and operations leverage e-Builder to improve capital project execution. The results are increased productivity, accountability, and much tighter control over costs and schedule, which ultimately reduces costs and speeds time to market.

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SINs	SIN Title
54151S	Information Technology (IT) Professional Services
54151ECOM	Electronic Commerce and Subscription Services
OLM	Order-Level Materials (OLM's)

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. ***See attached GSA Pricelist***

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. ***See attached GSA Pricelist***

2. Maximum order:

SINs	Maximum Order
54151S	\$500,000
54151ECOM	\$500,000
OLM	\$250,000

3. Minimum order: \$100

4. Geographic coverage (delivery area). Domestic Delivery

5. Point(s) of production (city, county, and State or foreign country).
13450 W. Sunrise Blvd, Suite 600, Sunrise, FL 33323

6. Discount from list prices or statement of net price. Government Net Prices (discounts deducted.)

7. Quantity discounts. Additional 1% discount on single task orders over \$250,000

8. Prompt payment terms. 0%, Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. (Contractor insert number of days.) To Be Determined at the Task Order level

- 10b. Expedited Delivery. Items available for expedited delivery are noted in this price list.
To Be Determined at the Task Order level
- 10c. Overnight and 2-day delivery. To Be Determined at the Task Order level
- 10d. Urgent Requirements. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
11. F.O.B. point(s). Destination
- 12a. Ordering address(es).
e-Builder, Inc.
1560 Sawgrass Corporate Parkway
4th Floor, Suite 400, Office Number 495
Sunrise, FL 33323-2858
(P) 754-755-8727
- 12b. Ordering procedures: See Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment address(es).
e-Builder, Inc.
1560 Sawgrass Corporate Parkway
4th Floor, Suite 400, Office Number 495
Sunrise, FL 33323-2858
(P) 754-755-8727
14. Warranty provision. Refer to e-Builder, Inc.'s Service Agreement as attached
15. Export packing charges, if applicable. Not Applicable
16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable
17. Terms and conditions of installation (if applicable). Not Applicable
- 18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable
- 18b. Terms and conditions for any other services (if applicable). Not Applicable
19. List of service and distribution points (if applicable). Not Applicable
20. List of participating dealers (if applicable). Not Applicable
21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available for the information and communications technology (ICT) products and services and show where full details can be found (e.g. contractor's website or other location.) ICT accessibility standards can be found at:
<https://www.Section508.gov/>. *As Applicable*

23. Unique Entity Identifier (UEI) number. XLRUKJJEFD1

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM, Cage Code 1XMU0

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

Attachments to follow:

e-Builder, Inc.'s Service Agreement, as referred to in line 14, pg. 6-7

GSA Awarded Pricelist, as referred to in 1b. and 1c., pg. 8-13

E-BUILDER SERVICE AGREEMENT

e-Builder, Inc. whose address is 1560 Sawgrass Corporate Parkway, 4th Floor, Suite 400, Office Number 495, Sunrise, FL 33323 ("e-Builder") and Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("Customer"), enter into this e-Builder Service Agreement (the "Service Agreement"). In the event of a conflict between any terms and conditions in this Service Agreement and the terms and conditions of the GSA Schedule 70 contract, the terms and conditions of the MAS contract shall control. The work to be performed for an "Ordering Activity" may be contained in one or more "Task Orders."

1. TERM. This Agreement shall continue for the period purchased by the Ordering Activity as set forth in the relevant task order.

2. SERVICES.

21. Services. e-Builder agrees to provide the services described in the relevant Task Order (the "Services") to Customer subject to the terms and conditions of this Agreement, in consideration for the payments set out therein. Customer acknowledges that e-Builder Enterprisetm software may be modified or upgraded from time to time, and that "Services" and "Customer Support" provided to Customer shall only include the use of the most recent version of e-Builder Enterprisetm.

22. License of Software. Customer's right to use the Services (including, without limitation, the limited license to use e-Builder Enterprisetm software), is limited to the restrictions contained herein, including those related to the number of users, projects, annual capital program expenditures and/or period of use. The Customer acknowledges that title to and copyright in the software applications supplied by e-Builder (including e-Builder Enterprisetm) are reserved by e-Builder. Customer acquires no right in any software, copyrights, patents or any other intellectual property belonging to or licensed by e-Builder, other than the specific limited rights to the Services. e-Builder is and shall remain the sole owner of all copyrights, trademarks, patents and other proprietary rights in and to all aspects of the Services (including, without limitation, all software, code and designs used in providing the Services).

3.

4. WARRANTIES

41. Representations. Customer represents, warrants and covenants the following to e-Builder: (i) Customer currently possesses all necessary licenses, permits, insurance and approvals required validly to execute, deliver and perform its duties under this Agreement and is qualified to do business in all jurisdictions where such qualification is required for Customer's performance of its duties under this Agreement, (ii) To the best of its knowledge and ability, Customer will comply with, and will use its best efforts to cause each subcontractor it may engage to comply with all applicable federal and state laws and regulations in performing its and their respective responsibilities under this Agreement and any subcontracts, and (iii) No information provided to e-Builder or disseminated through its software or systems shall infringe on or violate any trademark, copyright, trade secret, right of publicity or privacy (including but not limited to defamation), patent or other proprietary right of any third party.

42. Disclaimer of Warranty and Limitations of Liability. E-BUILDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM E-BUILDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH E-BUILDER WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, E-BUILDER CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, E-BUILDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE HEREIN AND ANY WARRANTIES SPECIFICALLY PROVIDED IN THE GSA SCHEDULE 70 CONTRACT, E-BUILDER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE DISCLAIMED.

FOR ANY ONE OR MORE BREACH OF THIS AGREEMENT OR DEFAULT HEREUNDER, THE ENTIRE LIABILITY OF THE PARTY IN BREACH OR DEFAULT, AND THE EXCLUSIVE REMEDY OF THE OTHER PARTY, SHALL BE PAYMENT OF THE ACTUAL DAMAGES PROXIMATELY CAUSED BY SUCH BREACH OR DEFAULT, WHICH SHALL NOT EXCEED THE AMOUNT OF ONE (1) MONTH'S FEES PAID BY CUSTOMER HEREUNDER. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOSSES, OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT. THESE LIMITATIONS ON THE LIABILITY OF EITHER PARTY SHALL APPLY TO ANY AND ALL CAUSES OF ACTION THAT EITHER PARTY MAY HAVE AGAINST THE OTHER, IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING A CLAIM, DEMAND OR

ACTION, INCLUDING, WITHOUT LIMITATION, WHETHER IT SOUNDS IN CONTRACT OR TORT, BUT SHALL NOT APPLY TO OR LIMIT SUMS DUE HEREUNDER TO E-BUILDER FOR SERVICES. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule 70 contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

- 43 Indemnity. e-Builder agrees to indemnify and hold harmless the Customer (for services rendered under a Task Order, as applicable), , its officers, directors, employees or agents from and against any claims made upon it by any third party, arising out of information or software provided by it or actions of its employees, agents or invitees.
5. AUDIT RIGHTS. e-Builder will have the right, during normal business hours and upon at least five (5) days prior written notice, to have an independent audit firm selected by e-Builder audit Customer's records relating to Customer's activities pursuant to this Service Agreement in order to verify that Customer has complied with the terms of this Agreement. Such audits will be conducted no more than once in any period of twelve (12) consecutive months, and e-Builder will adhere to any security measures required by the Ordering Activity.
6. CONFIDENTIALITY. Confidential Information refers to all nonpublic information provided by one party to the other, but it does not include this Service Agreement. The Parties agree that, except to the extent necessary to implement the terms and conditions of this Agreement, when authorized in writing by the other Party or when otherwise required by law: (i) each Party will preserve and protect the confidentiality of the other Party's Confidential Information; (ii) neither Party will disclose to any third party the existence, source, content or substance of the other Party's Confidential Information, or make copies of such Confidential Information except as required by this Agreement; (iii) neither Party will deliver the other Party's Confidential Information to any third party, or permit such information to be removed from the premises of the Party receiving such information; and (iv) each Party shall advise any of its employees or agents working on or having access to the other Party's Confidential Information of the confidentiality of such information.
7. MISCELLANEOUS
- 71 Governing Law and Venue. This Agreement shall be governed by and interpreted in all respects in accordance with the laws of the United States.
- 72 Notices. All notices required or permitted to be sent pursuant to this Agreement shall, unless otherwise specifically provided, be in writing and shall be deemed given when delivered personally or by facsimile, overnight air courier or certified mail (postage prepaid, return receipt requested), to the addresses shown above or such other substitute address designated in writing.
- 73 Force Majeure. Notwithstanding any other provision of this Agreement, if by reason of Force Majeure, any Party is unable to perform certain of its obligations under this Agreement it shall be automatically relieved of those obligations to the extent, and for the period of time, that such Party is prevented from meeting them by Force Majeure.

E-BUILDER, INC.

"Customer"

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

e-Builder, Inc.
Awarded GSA Pricelist

SIN	Labor Category / Service Title	Functional Responsibility	Minimum Experience	Minimum Education	UOI	GSA PRICE	WARRANTY	COO
54151S	Project Manager II	Coordinate day-to-day activities of a project implementation team of business analysts. Manages scope, schedule, and financials for each project. Responsible for measuring and reporting key implementation related KPIs to internal and customer stakeholders.	6	Bachelors	Hour	\$ 160.81	Standard Warranty	US
54151S	Business Analyst	Responsible for requirements gathering, documentation, and configuration of e-Builder Enterprise. Works with stakeholders to develop and execute UAT strategies. Creates and distributes meeting minutes, status reports, and required documentation to project stakeholders.	2	Bachelors	Hour	\$ 145.49	Standard Warranty	US
54151S	Software Engineer	Participates in all aspects of product and client specific custom software development from requirements analysis through product release. Assists with testing strategies and evaluation of expected results. Communicates status, risks, and other issues on software development projects.	2	Bachelors	Hour	\$ 168.46	Standard Warranty	US
54151S	Managed Services - 25% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 520 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	\$ 69,823.68	Standard Warranty	US
54151S	Managed Services - 50% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1040 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	\$ 129,672.54	Standard Warranty	US
54151S	Managed Services - 75% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 1560 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	\$ 179,546.60	Standard Warranty	US
54151S	Managed Services - 100% FTE - Tier 1	Design, configuration, documentation, and training of e-Builder Enterprise. Work with stakeholders to develop and execute UAT strategies. 2080 hours of service per year included in price. Work will be done remotely.	2	Bachelors	Annual	\$ 219,445.84	Standard Warranty	US

e-Builder, Inc.
Awarded GSA Pricelist

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-15-Named	eB-Ent-GSA-15-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	\$ 28,581.86	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-15-Named (on AWS GovCloud)	eB-Ent-GSA-15-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 15 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 15 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 15 users / year	\$ 35,431.99	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named	eB-Ent-GSA-50-Named	e-Builder Enterprise GSA Bundle which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	\$ 59,032.75	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50-Named (on AWS GovCloud)	eB-Ent-GSA-50-Named (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and up to 50 named users. One year subscription license with auto renewal. Includes e-Builder Enterprise 50 named, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with up to 50 users / year	\$ 75,571.79	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program	eB-Ent-GSA-20M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to \$20 million in capital program	\$ 45,843.83	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-20M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$20 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 20M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to \$20 million in capital program	\$ 58,186.40	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program	eB-Ent-GSA-50M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to \$50 million in capital program	\$ 84,634.76	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-50M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$50 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 50M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, and Data Warehouse	Platform with unlimited users for up to \$50 million in capital program	\$ 109,319.90	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program	eB-Ent-GSA-300M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, Business Intelligence Add-on, Sandbox, and Data Warehouse	Platform with unlimited users for up to \$300 million in capital program	\$ 217,440.81	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-300M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$300 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 300M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$300 million in capital program	\$ 277,425.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program	eB-Ent-GSA-500M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$500 million in capital program	\$ 281,057.93	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-500M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$500 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 500M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$500 million in capital program	\$ 361,284.63	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program	eB-Ent-GSA-1000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$1000 million in capital program	\$ 370,277.08	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-1000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$1000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 1000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$1000 million in capital program	\$ 478,891.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program	eB-Ent-GSA-2000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$2000 million in capital program	\$ 478,891.69	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-2000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$2000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 2000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$2000 million in capital program	\$ 622,065.49	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-3000M-Capital_Program	eB-Ent-GSA-3000M-Capital_Program	e-Builder Enterprise GSA Bundle which includes core platform and unlimited users for capital programs up to \$3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, Business Intelligence Add-on, Shared Testing Environment, and Data Warehouse	Platform with unlimited users for up to \$3000 million in capital program	\$ 575,869.02	Standard Warranty	US
54151ECOM	e-Builder	eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud)	eB-Ent-GSA-3000M-Capital_Program (on AWS GovCloud)	e-Builder Enterprise GSA Bundle hosted on AWS GovCloud (ITAR & FedRAMP compliant) which includes core platform and unlimited users for capital programs up to \$3000 million USD. One year subscription license with auto renewal. Includes e-Builder Enterprise 3000M Capital Program, AWS GovCloud Hosting, Business Intelligence Add-on, Sandbox, and Data Warehouse	Platform with unlimited users for up to \$3000 million in capital program	\$ 749,899.24	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	EB-APPX-SUB-Platform	EB-APPX-SUB-Platform	e-Builder AppXchange platform subscription which includes up to 5 integration points. One year subscription license. Requires EB-APPX-SVC-1IP	e-Builder AppXchange Platform with up to 5 Integration Points	\$ 9,571.79	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SUB-1IP	EB-APPX-SUB-1IP	Additional e-Builder AppXchange subscription for 1 additional points. Requires EB-APPX-SVC-1IP	Additional 1 Integration Point	\$ 957.18	Standard Warranty	US
54151ECOM	e-Builder	EB-APPX-SVC-1IP	EB-APPX-SVC-1IP	One-Time Fee For Implementation of for all AppXchange Integration Points	EA	\$ 2,010.08	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-15-Named	eB-FedRAMP-15-Named	e-Builder FedRAMP which access up to 15 named users. One year subscription license with auto renewal. Includes e-Builder FedRAMP 15 named, and Business Intelligence Add-on.	Platform with up to 15 users / year	\$ 46,214.11	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-50-Named	eB-FedRAMP-50-Named	e-Builder FedRAMP which access up to 50 named users. One year subscription license with auto renewal. Includes e-Builder FedRAMP 50 named, and Business Intelligence Add-on.	Platform with up to 50 users / year	\$ 82,659.95	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-20M-Capital_Program	eB-FedRAMP-20M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$20 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 20M Capital Program, and Business Intelligence Add-on.	Platform with unlimited users for up to \$20 million in capital program	\$ 63,476.07	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-50M-Capital_Program	eB-FedRAMP-50M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$50 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 50M Capital Program, and Business Intelligence Add-on.	Platform with unlimited users for up to \$50 million in capital program	\$ 119,899.24	Standard Warranty	US

SIN	MFR	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE	WARRANTY	COO
54151ECOM	e-Builder	eB-FedRAMP-300M-Capital_Program	eB-FedRAMP-300M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$300 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 300M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to \$300 million in capital program	\$ 314,065.49	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-500M-Capital_Program	eB-FedRAMP-500M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$500 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 500M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to \$500 million in capital program	\$ 406,599.50	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-1000M-Capital_Program	eB-FedRAMP-1000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$1000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 1000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to \$1000 million in capital program	\$ 536,372.80	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-2000M-Capital_Program	eB-FedRAMP-2000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$2000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 2000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to \$2000 million in capital program	\$ 694,357.68	Standard Warranty	US
54151ECOM	e-Builder	eB-FedRAMP-3000M-Capital_Program	eB-FedRAMP-3000M-Capital_Program	e-Builder FedRAMP which access for unliimted named users for capital programs up to \$3000 Million. One year subscription license with auto renewal. Includes e-Builder FedRAMP 3000M Capital Program, Business Intelligence Add-on, and Shared Test Environment.	Platform with unlimited users for up to \$3000 million in capital program	\$ 835,415.62	Standard Warranty	US



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 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 LexisNexis Risk Solutions for one-year subscription to

LexisNexis Accurant tax information collection and investigation software for MPD.

Amount of Contract:

\$23,400.00

Funding Source

Drug fund

ATTACHMENTS:

1. 20241119 Lexis Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 26 November 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 LexisNexis Risk Solutions

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to LexisNexis Risk Solutions for one-year subscription to
LexisNexis Accurint trax information collection and investigation software for MPD.
Drug fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$23,400.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1610</u>	2025	(1530) POLICE ADMIN SERVICES	ONE YEAR SUBSCRIPTION TO LEXISNEXIS ACCURINT TRAX INFORMATION COLLECTION AND INVESTIGATION SOFTWARE FOR MPD (BID EXEMPT AS SOFTWARE)	\$23,400.00	<u>(293916)</u> <u>LEXISNEXIS RISK</u> <u>SOLUTIONS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001610-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor LEXISNEXIS RISK SOLUTIONS 28330 NETWORK PLACE	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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CHICAGO, IL 60673-1283

Tel#866-818-0183

MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	293916				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. LEXISNEXIS ACCURINT TRAX PLUS VIPER BUNDLE UNLIMITED ID AND USAGE YEARLY (ANNUAL COST) SUBSCRIPTION	1.00 EACH	23400.00000	23400.00
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1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			23400.00
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Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Requisition Link

Requisition Total	23400.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	23400.00	.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001610-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor
 LEXISNEXIS RISK SOLUTIONS
 28330 NETWORK PLACE

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CHICAGO, IL 60673-1283

MOBILE, AL 36606

Tel#866-818-0183

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/30/24	293916				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.		
	23400.00	
DRUG ENFORCEMENT FUND EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Forward	10/30/24	JAMES BARBER	Automatic Forward to 910519885
Approved	11/04/24	RODNEY GREELEY	Auto approved by: 91058980
Approved	11/04/24	BRANDI MONTGOMERY	Auto approved by: 91058980
Approved	11/04/24	WILLIAM JACKSON	Auto approved by: 91058980
Approved	11/04/24	WILLIAM REED	
Approved	11/05/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	11/05/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	11/05/24	SHAUNAGYE SIMMS	
Approved	11/05/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	11/19/24	DONALD ROSE	Auto approved by: 9105fola
Approved	11/19/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/19/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/19/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/19/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	11/19/24	ANNE FOLEY	Approved by: 9105fola
Approved	11/19/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 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 Intterra, LLC, for one-year subscription to Intterra Operations situational awareness software for MFRD.

Amount of Contract:

\$20,171.00

Funding Source

EMS general fund.

ATTACHMENTS:

1. 20241119 Intterra Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 26 November 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 Intterra, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Intterra, LLC, for one-year subscription to Intterra
Operations situational awareness software for MFRD.
EMS General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,171.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2373</u>	2025	(1510) FIRE ADMINISTRATION	ONE YEAR SUBSCRIPTION TO INTTERRA OPERATIONS SITUATIONAL AWARENESS SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE)	\$20,171.00	(<u>298142</u>) <u>INTTERRA LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002373-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
--	---

Page 1

Vendor
 INTTERRA, LLC
 3740 DACORO LN
 SUITE 200

 CASTLE ROCK, CO 80109

 Tel#303-929-6717

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
11/19/24	298142				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

RENEWAL OF EXISTING SOFTWARE PER INVOICE #1325.

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

001 SOFTWARE: INTERRA OPERATIONS SUBSCRIPTION; 1 YEAR: DEC 15, 2024-DEC 14, 2025. Vendor Item	1.00 EACH	20171.00000	20171.00
--	--------------	-------------	----------

1 6120.70.15.0000.0000.1510.0000.0000.42200.	20171.00
--	----------

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

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

[Requisition Link](#)

Requisition Total	20171.00
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***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002373-00 FY 2025 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved
--	---

Page 2

Vendor
 INTTERRA, LLC
 3740 DACORO LN
 SUITE 200

 CASTLE ROCK, CO 80109

 Tel#303-929-6717

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
11/19/24	298142				FIRE ADMINISTRATION

Account Account 6120.70.15.0000.0000.1510.0000.0000.42200. EMERGENCY MEDICAL SVCS EXP	Amount Remaining Budget Amount Remaining Budget 20171.00 3038841.35 PROFESSIONAL & TECHNICAL
--	---

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

Activity	Date	Clerk	Comment
Approved	11/19/24	DONALD ROSE	Auto approved by: 9105fola
Approved	11/19/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/19/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/19/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/19/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	11/19/24	ANNE FOLEY	
Approved	11/19/24	JOHN PAINE	Auto approved by: 9105fola
Approved	11/19/24	ANNE FOLEY	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 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 Stons, Inc for annual renewal of Monday.com workflow management software for MIT.

Amount of Contract:

\$73,242.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241120 STONS Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 26 November 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 Stons Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Stons, Inc for annual renewal of Monday.com workflow management software for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$73,242.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2371</u>	2025	(5000) INFORMATION TECHNOLOGY	ONE YEAR SUBSCRIPTION TO MONDAY.COM WORKFLOW MANAGEMENT SOFTWARE FOR MIT (BID EXEMPT AS SOFTWARE)	\$73,242.00	<u>(297526) STONS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002371-00 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 STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	297526	11/19/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.
 RENEWAL OF EXISTING SOFTWARE
 AND YOUR QUOTE MO-419576.

001	KEARNEY@CITYOFMOBILE.ORG monday.com work OS - Enterprise Plan, 150 SEATS, 1 YEAR TERM DEC 24, 2024- DEC 23, 2025. INCLUDES CUSTOMER SUCCESS MANAGER PLAN: GOLD 10 STRATEGIC TOUCHPOINTS WITH 15 CONSULTING HOURS (PER YEAR),	150.00 EACH	488.28000	73242.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			73242.00

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

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002371-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
---	---	--------

Vendor STONS INC 2035 LINCOLN HIGHWAY SUITE 1010 EDISON, NJ 08817 Tel#6468755499	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	297526	11/19/24			INFORMATION TECHNOLOGY

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				73242.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115.	73242.00	3681043.97
INFORMATION TECHNOLOGY EXP SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	11/19/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	11/19/24	SCOTT KEARNEY	
Approved	11/19/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	11/20/24	DONALD ROSE	Auto approved by: 9105fola
Approved	11/20/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/20/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/20/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/20/24	LONELL HARRIS	Auto approved by: 9105fola
Approved	11/20/24	ANNE FOLEY	
Approved	11/20/24	JOHN PAINE	Auto approved by: 9105fola

Authorized By: _____ Date: _____

Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Cory Penn, Councilmember

Purpose and Scope of Project:

To accept Change Order with Thompson Engineering, Inc. for additional testing

Amount of Contract:

13,323.50

Funding Source

C0721

ATTACHMENTS:

1. 2022-3005-06; US HWY 45 Streetscape Improvements Thompson Engineering, Inc Change Order No.1 11.21.2024
2. Change Order for US HWY 45 Streetscape Improvements Thompson Engineering, Inc . 11.21.2024

REVIEWERS:

Lana Gauthier

Lana Gauthier

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005DATE OF REQUEST: 11/19/2024CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: Thompson EngineeringDISTRICT#: Select Item. 1DEPT. PROJECT#: 2022-3005-06REQUEST: Please add/ subtract \$ 13,323.50 14,000.00 ^{L.W} from Capital Project#/Title: C0721US Hwy 45 Streetscape Improvement
to contract# 4745Total amount of Change Order: \$ 13,323.50 14,000.00 ^{L.W}Current contract amount: \$ 25,000.00Revised contract amount: \$ 39,000.00Comments: Additional testing was required to
field ^{L.W} field changes during constructionLashay Williams
Employee signature[Signature]
Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilperson Cory Penn

WHEREAS, the City entered into a contract dated November 8, 2023 with Thompson Engineering, Inc. for Geotechnical engineering testing services on the project known as U.S. 45 Streetscape Improvements, City of Mobile Project No. 2022-3005-06; and

WHEREAS, the Contract amount for the engineering testing services was based on fee negotiations for the original scope of services between the City of Mobile and Thompson Engineering, Inc; and whereas, the current original contract amount totals \$25,000.00; and

WHEREAS, additional scope was added to the project thereby increasing the engineering services cost by \$13,323.50; and

WHEREAS, the contract provides on Page 18 that the "LABORATORY cost shall not exceed, unless otherwise approved: \$ 25,000.00";

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the additional fee of \$13,323.50, for a total of \$38,323.50, to be paid to Thompson Engineering, Inc. for engineering services on the U.S. 45 Streetscape Improvements Project.

Adopted:

City Clerk

CONTRACT AMENDMENT

PROJECT NAME: **U.S.-45 STREETScape IMPROVEMENTS**

PROJECT NO: **2022-3005-06**

CONTRACT RESOLUTION NO: **21-1213**

TERMS: You are hereby authorized, subject to the provisions of your contract for this project dated **November 8, 2023**, to provide additional Professional Engineering Services in the amount of **\$13,323.50**.

ORIGINAL CONTRACT PRICE: **\$ 25,000.00**

PROPOSED INCREASE: **\$ 13,323.50**

REVISED CONTRACT PRICE: **\$ 38,323.50**

City of Mobile

Accepted by:

Mayor



Owner/President - Manager

(Print)

Michael Davis (Print)

**CORPORATE
SEAL**

Attest:

Attest:

City Clerk



Witness/Secretary

(Print)

Stephanie I. McHeer (Print)



Public Works Deputy Director/
City Engineer

Date

Nick Amburger (Print)

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: U.S.-45 STREETSCAPE IMPROVEMENTS

PROJECT NUMBER: 2022-3005-06

The attached change order number 1 to contract with
Thompson Engineering, Inc.

dated November 8, 2023 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- 3. Emergencies arising during the course of the work.
- 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.

 X 5. See attached letter.

 6. Other: _____

REMARKS: _____

Tammy Lambert

ENGINEER OR CONSULTANT

May

City Engineer



October 2, 2024

Dear Mr. Amberger,

The construction portion of the US-45 Streetscape Improvements project began on January 15, 2024. In this project, new concrete sidewalk was proposed on both sides of the road. This created the need to extend two concrete culverts on the north side of roadway. During construction, a sanitary sewer manhole was discovered adjacent to one of the culverts, thereby causing a conflict that was not anticipated during the design process. Several possible solutions were considered, and it was determined that the most cost-effective solution was to incorporate a pedestrian bridge across the culvert. This option allowed the manhole to remain in place and undisturbed.

In order to use a pedestrian bridge, specialized geotechnical testing was required that was not in the original scope. The test results were used by the structural engineer to design the foundation for the pedestrian bridge. As a result, Thompson Engineering has requested additional services to compensate for the testing and engineering design work. I have reviewed their request and feel that this amendment is fair and reasonable.

Sincerely,

A handwritten signature in black ink that reads 'Tammy Lambeth'.

Tammy Lambeth, P.E.
Engineering Manager

CC: File

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005DATE OF REQUEST: 11/19/2024CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: Thompson EngineeringDISTRICT#: Select Item. 1DEPT. PROJECT#: 2022-3005-06REQUEST: Please add/ subtract \$ 13,323.50 14,000.00 ^{LW} from Capital Project#/Title: C0721US Hwy 45 Streetscape Improvement
to contract# 4745Total amount of Change Order: \$ 13,323.50 ^{LW}
14,000.00Current contract amount: \$ 25,000.00Revised contract amount: \$ 39,000.00 ^{LW} \$38,323.50Comments: Additional testing was required to
field ^{LW} field changes during constructionLashey Williams
Employee signature[Signature]
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for professional engineering services.

Amount of Contract:

\$240,000.00

Funding Source

C0947

ATTACHMENTS:

1. 2024-3005-12 2024 Stormwater Modeling (Thompson Engineering, Inc.)

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 StormWater Modeling (D1,2) COM Project: 2024-3005-12

PROJECT #: C0947 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$240,000.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 11/20/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn and William Carroll

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as 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: Thompson Engineering, Inc.

Project Name: 2024 Stormwater Modeling (D1,2)
COM Project# 2024-3005-12

Estimated Cost: \$240,000.00

Adopted:

City Clerk



2024 STORMWATER MODELING

PROJECT NO. 2024-3005-12

ENGINEER:

THOMPSON ENGINEERING, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 2024, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and THOMPSON ENGINEERING, INC. (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THOMPSON ENGINEERING, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Data Collection and Analysis Phase as set out in Section V.A.1.a.

PROJECT – 2024 STORMWATER MODELING, City of Mobile Project No. 2024-3005-12. This project consists of the assessment of three (3) subwatersheds as described in Section III.A and illustrated in Exhibit A. **The professional engineering services may include drainage modeling, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

A. Study Areas

1. Old Shell Road and Railroad Overpass
The study area of Old Shell Road and Railroad Overpass is approximately a 100-acre drainage area. The study area is approximately bounded by North Sage Avenue and Canadian National Railroad intersection on the upstream end and by North Mobile Street and Dauphin Street culvert on the downstream end. The study area includes the areas of Sage Park and UMS-Wright campus. There are approximately 66 drainage features and 2.5 miles of storm drain pipe in the study area. Depending upon the modeling strategy, the eastward Dauphin Street culvert and outfall may be included in the study area.
2. Little Stickney Watershed
The Little Stickney watershed covers the primary drainage area of the Little Stickney tributary defined on the north by Springhill Avenue, on the south by Old Shell Road, on the east by Mobile Infirmary Boulevard, and on the west by Upham Street. The estimated drainage area is 160 acres, containing approximately 175 drainage features and 3.7 miles of storm drain pipe. It is possible the culvert across Springhill Avenue down Mobile Infirmary Drive may be included in analysis.
3. South Ann Street and Dauphin Street
The South Ann and Dauphin Street study area covers approximately 75-acres bounded by the Ann Street and Dauphin Street intersection on the upstream end and the Dauphin Street and South Broad Street intersection on the downstream end. The drainage areas contributing to the Dauphin Street trunk line are included in the study. There are approximately 130 drainage features and 3.2 miles of storm drain pipe in the study area. The Broad Street stormwater infrastructure may be included in the study, depending upon the modeling approach.

B. Scope of Work

The scope of work for the 2024 Stormwater Modeling project is divided into three (3) Tasks as follows:

1. Data Collection and Analysis – TASK 1
 - a. Obtain spatial data and hydrologic data collection as well as historical review of City data needed to facilitate watershed and stormwater modeling.
 - b. Review historical city data to target stormwater plan sets to assist in data gap assumptions and modeling. Both design frequency and historical precipitation may be obtained depending on the availability of high water mark (HWM) data.
 - c. Field work will be used to supplement data gap assumptions with field measurements, visual survey, video inspections, and limited terrestrial survey.
2. Watershed Model Development, Infrastructure Assessments, and Improvement Alternatives – TASK 2
 - a. HEC-RAS models will be developed to facilitate infrastructure capacity assessments and recommended improvements as needed. Three (3) models will be developed to encompass the described study areas. The model will utilize distributed 2D hydrology to model runoff and pipe networks to model stormwater infrastructure. Hydrologic analysis will encompass a suite of frequency events (2-, 5-, 10-, 25-, 50- and 100-year) for a 24-hour storm

duration, time of concentration-based duration, or for a preferred duration as specified by the City of Mobile. Based on the availability of HWM data, calibration/validation of the models may be performed.

- b. Stormwater infrastructure will be assessed to determine critical segments that do not meet design capacity.
 - i. The criteria for passing versus failure will be based on the system's ability to contain the hydraulic grade line (HGL) for the design event, where the applicable design event will be based on City of Mobile stormwater design requirements, as specified by the City of Mobile on a watershed and/or segment basis.
 - ii. If failure is observed without consideration of blockages or other system conflicts (i.e., utility infrastructure), the ENGINEER will coordinate with the City to assess.
 - iii. Segments will be analyzed against modeled and/or observed flooding issues.
 - iv. Critical segments will be summarized in a report along with recommendations for improvements, including cost estimates, to meet design criteria.
 - v. Abbreviated system assessment reports will be provided at the conclusion of analysis for each watershed.

3. Final Submittal Preparation – TASK 3

- a. Final project submittals will consist of a Summary Technical Memorandum, project mapping, and preparation of a consolidated list of recommendations.
- b. The Summary Technical Memorandum will include information from individual system assessment reports, background information, study methodology, and recommendations.
- c. Project maps will include drainage area delineations and modeled stormwater infrastructure (i.e., study area overviews), undersized conveyance infrastructure, areas of frequent flooding issues, and recommended improvements.
- d. The consolidated list of recommendations will be included in the Summary Technical Memorandum and will detail recommendations and costs for improvements for each watershed as well as recommendations for maintenance and assessment of Stormwater Dataset attribute errors.
- e. All plans, maps, Technical Memorandums, and list(s) of assets, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - i. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all

documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

- ii. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this CONTRACT notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Data Collection and Analysis services and appropriate portion of Section III.B.1., TASK 1 of this CONTRACT, within five (5) months. Payment for work performed in Section III.B.1. of this CONTRACT shall not exceed \$56,500.00 (Fifty-six Thousand Five Hundred Dollars and Zero Cents).
 - b. ENGINEER shall perform Watershed Model Development, Infrastructure Assessments, and Improvement Alternatives services, Section III.B.2., TASK 2 of this CONTRACT within seven (7) months from the completion of TASK 1. Payment for work performed in Section III.B.2., shall not exceed \$148,500.00 (One-hundred Forty-eight Thousand Five Hundred Dollars and Zero Cents).
 - c. ENGINEER shall perform Final Submittal Preparation services, Section III.B.3., TASK 3 of this CONTRACT within two (2) months from the completion of TASK 2. Payment for work performed in Section III.B.3., shall not exceed \$35,000.00 (Thirty-five Thousand Dollars and Zero Cents).
 - d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
 - e. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed \$240,000.00 (Two Hundred Forty Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - 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.
- 2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation and professional liability insurance, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
- 3. Primary Insurance - All policies of insurance, except workers compensation and professional liability insurance, 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 - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

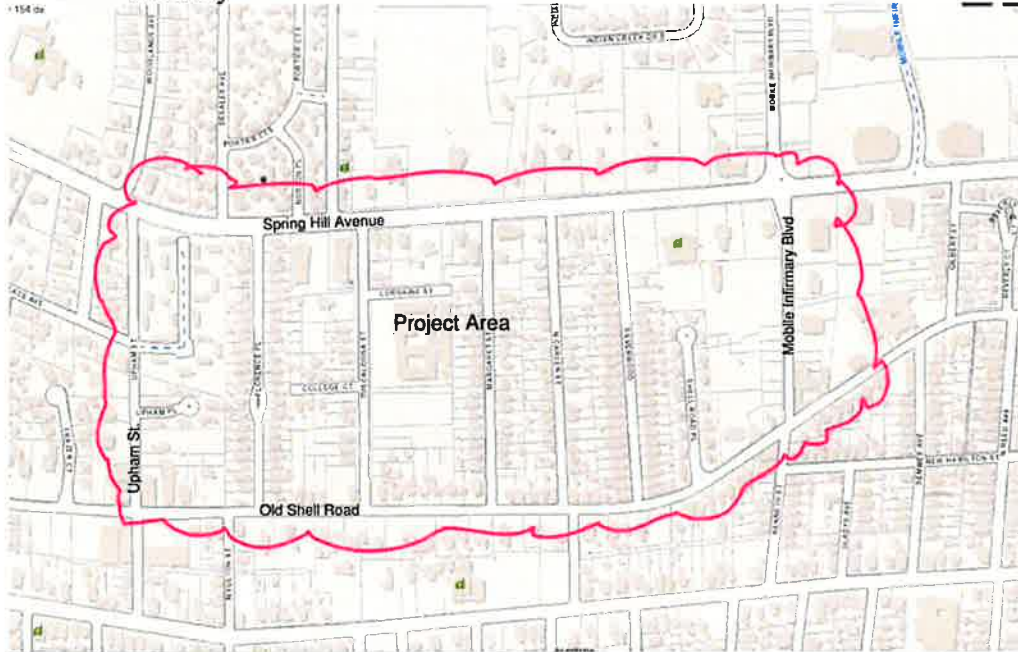
The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net>. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

EXHIBIT A: PROJECT LOCATIONS

1. Old Shell Road and Railroad Overpass



2. Little Stickney Watershed



3. South Ann Street and Dauphin Street



EXHIBIT B: PROJECT ESTIMATE

PROJECT – 2024 Stormwater Modeling, City of Mobile Project No. 2024-3005-12.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed \$240,000.00 [Two-hundred Forty Thousand Dollars and No Cents], unless authorized by the CITY.

CITY DISTRICT: Districts 1 & 2

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2024.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$320.00/hr.
Principal Engineer II (code 008).....	\$283.00/hr.
Principal Engineer I (code 005).....	\$248.00/hr.
Senior Engineer III (code 052)	\$240.00/hr.
Senior Engineer II (code 051)	\$210.00/hr.
Senior Engineer I (code 050)	\$198.00/hr.
Project Engineer III (code 152)	\$162.00/hr.
Project Engineer II (code 151)	\$150.00/hr.
Project Engineer I (code 150)	\$140.00/hr.
Engineering Associate III (code 201)	\$130.00/hr.
Engineering Associate II (code 200)	\$114.00/hr.
Engineering Associate I (code 260)	\$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$180.00/hr.
Senior Scientist (code 115).....	\$120.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$100.00/hr.
Staff Scientist I (code 270).....	\$85.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$160.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$110.00/hr.
Designer III (code 654)	\$102.00/hr.
Designer II (code 652)	\$98.00/hr.
Designer I (code 651)	\$89.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$105.00/hr.
Senior Technician (code 506)	\$100.00/hr.
Technician III (code 503)	\$80.00/hr.
Technician II (code 502)	\$72.00/hr.
Technician I (code 501)	\$66.00/hr.

Inspector

Senior Inspector (code 706)	\$105.00/hr.
Inspector II (code 702).....	\$87.00/hr.
Inspector I (code 701).....	\$65.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holdings, Inc.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$121.00/hr.
Staff Specialist II (code 351)	\$100.00/hr.
Staff Specialist I (code 271)	\$87.00/hr.
Field Assistant (code 500)	\$65.00/hr.

Project Manager

Principal Project Manager (code 001)	\$257.00/hr.
Senior Project Manager (code 112).....	\$225.00/hr.
Project Manager (code 162).....	\$180.00/hr.
Project Coordinator II (code 250).....	\$115.00/hr.
Project Coordinator I (code 252).....	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$260.00/hr.
Registered Consultant (code 307)	\$185.00/hr.
Senior Consultant (code 313)	\$158.00/hr.
Project Consultant (code 309).....	\$145.00/hr.
Staff Consultant II (code 357)	\$125.00/hr.
Staff Consultant I (code 359).....	\$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$195.00/hr.
Professional Land Surveyor I (code 605)	\$165.00/hr.
Drone Data Processor (code 601)	\$110.00/hr.
Drone Pilot (code 602)	\$110.00/hr.
Surveyor, Party Chief (code 603).....	\$110.00/hr.
Surveyor, Instrument Man (code 606)	\$75.00/hr.
Surveyor, Rodman (code 607).....	\$65.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$201.00/hr.
Architect (code 551).....	\$145.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$195.00/hr.
Senior Landscape Architect (code 571)	\$140.00/hr.
Associate Landscape Architect (code 573) ...	\$105.00/hr.

Administrative

Documentarian II (code 797).....	\$105.00/hr.
Documentarian I (code 798).....	\$90.00/hr.
Administrative Assistant II (code 799).....	\$83.00/hr.
Administrative Assistant I (code 800).....	\$73.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)	\$0.72/mile
2. 4-Wheel Drive (code A002a).....	\$0.85/mile
<i>Mileage charges apply only to projects more than 20 miles from office.</i>	
3. Boat (includes operator)	Special Quote
4. Per Diem (Meals and Lodging) (code A004)	\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.	
5. Photographs (reproduced within report or at client's request) (code A005)	\$ 2.60 ea
6. Color Photocopies (code A006)	\$3.15/ea
7. Large Drawing Plots	
Monochrome Linework on bond	\$1.00/Sq. Ft.
• Size D (code A007a)	\$5.19/ea
• Size E (code A007b)	\$10.39/ea
• Long Plot (140x32) (code A007c)	\$31.11/ea
• 2 pc Super Plot (140x60) (code A007d)	\$58.33/ea
• 11x17 Reduction (code A007e)	\$1.30/ea
• Custom (Glossy 40x28) (code A007f)	\$38.89/ea
Color Image on plain bond	\$6.00/Sq. Ft.
• Size D (code A007g)	\$31.17/ea
• Size E (code A007h)	\$62.33/ea
• Long Plot (140x32) (code A007i)	\$186.67/ea
• 2 pc Super Plot (140x60) (code A007j)	\$350.00/ea
• 11x17 Reduction (code A007k)	\$7.79/ea
• Custom (Glossy 106x36) (code A007m)	\$185.50/ea
8. Direct non-salary expense	Cost Plus 10%
9. Sub-Contractor markup	Cost Plus 10%

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

2024 Stormwater Modeling	
Task 1.....	\$56,500.00
Task 2.....	\$148,500.00
Task 3.....	\$35,000.00

<u>Total Contract Amount</u>	<u>\$ 240,000.00</u>
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EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2024

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 PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster		
	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350	
	E-MAIL ADDRESS: afoster@turnerfirst.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Insurance Co.		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

INSURED
Thompson Engineering, Inc.
2970 Cottage Hill Road, Ste. 190
Mobile, AL 36606

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-02	2/1/2024	2/1/2025	☒ 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
A	☒ Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

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

PE: Katie Parker
2024 STORMWATER MODELING
PROJECT NO. 2024-3005-12

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
205 Government Street
P. O. Box 1827
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:
THOMINC-03	NAIC # 37540 25674

COVERAGES**CERTIFICATE NUMBER:** 1094113**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) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697240801	2/1/2024	2/1/2025	Per Claim Aggregate 1,000,000 1,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

RE: 2024 Stormwater Modeling Project No. 2024-3005-12

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared MIKE MANNING (affiant) who, being duly sworn says as follows:

President/~~CEO~~ of THOMPSON ENGINEERING, INC.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as PRESIDENT for THOMPSON ENG. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

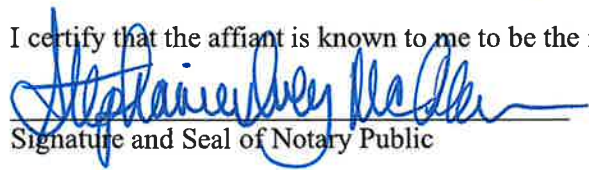
I further attest that said THOMPSON ENG. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783.



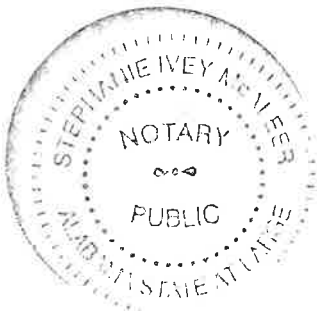
~~CEO of~~ PRESIDENT OF THOMPSON ENGINEERING, INC.

Sworn to and subscribed before me this the 13th day of November, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.



Signature and Seal of Notary Public



STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

thompson

HOLDINGS



May 19, 2022

BOARD OF DIRECTORS

John H. Baker, III
President
Chief Executive Officer

Chad R. Brown, Esq.
Chief Legal Officer

Michael V. Manning
Senior Vice President

Nathaniel T. Counsell
Vice President – TCS

Ronald L. Ewing

Ronald Oakley

To Whom It May Concern,

Thompson Inc., registered in Alabama as Thompson Holdings, Inc. is the holding company and owns all of the Shares of Thompson Engineering, Inc. The E-verify MOU has been executed by Thompson Holdings as a consolidated filing for Thompson Engineering, Inc., a wholly owned subsidiary and the parent/holding company filing is consistent with filing of the EEO-1, benefits program and 5500 reports consolidated and filed at the holding company level.

I am the Secretary and CLO of both Thompson Holdings and Thompson Engineering, Inc.

Please contact me should you wish to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "CRB", followed by a long horizontal flourish.

Chad R. Brown, Esq.
Chief Legal Officer and Secretary

CRB/deg

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Thompson Holdings, Inc	
Name (Please Type or Print)	Title
Chad Brown	
Signature	Date
Electronically Signed	July 03, 2019
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print)	Title
Chacyra Lloyd	
Signature	Date
Electronically Signed	July 03, 2019
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	July 03, 2019

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Company ID Number:571783

Client Company ID Number:1426448

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Company ID Number:571783

Client Company ID Number:1426448

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

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: Thompson Engineering, Inc.		Certified DBE:	YES	NO	Contract Start Date:									
DESCRIPTION: 2025-3005-12 - 2024 Stormwater Modeling		Estimated Completion Date:												
This report is for the month of:		JAN	FEB	MARCH	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FINAL
(CHECK ONE):														
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)								
\$ 240,000.00	\$	\$		\$										
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)									
McCrary & Williams, Inc.	Supporting Fieldwork & Quality Control	\$ 43,200	\$	\$										
		\$	\$	\$										
		\$	\$	\$										
		\$	\$	\$										
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



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: ArchiqueLidd@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: Archtrique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Engineering, Inc.
Address	2970 Cottage Hill Road, Suite 190 Mobile, AL 36606
Telephone	(251) 666-2443
E-Mail	

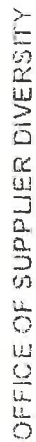
RFP/Rfq Solicitation Number	
Project Description	2025-3005-12 - 2024 Stormwater Modeling
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>506</u> Female <u>71</u> Minority <u>81</u> Non-minority <u>496</u> SDVO _____
Total #of Employees	<u>577</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MATTHEW ROAGENS
Signature: [Signature] Date: 11 | 12 | 2024
Title: Principal Engineer

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: MATTHEW ROAGENS Title: Principal Engineer
Email: MROAGENS@THOMPSONENGINEERING.COM Phone: 251-459-3943



Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@a1yofmobile.org
251 208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Thompson Engineering, Inc. Your Bid/Proposal Amount \$ 240,000.00

/ / Description 2025-3005-12 - 2024 Stormwater Modeling

Date:

Name of Bidder/Proposer: Thompson Engineering, Inc.

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Thompson Engineering, Inc.

Contact Person: _____ Phone _____ Email _____

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

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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.)
		ADVERTISE MENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

William Carroll, Councilmember
Benjamin Reynolds, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Sawgrass Consulting, LLC for professional engineering services.

Amount of Contract:

\$619,775.00

Funding Source

C1007 / MCR-2024-101

ATTACHMENTS:

1. 2025-3005-01 2024 PAYGO Resurfacing Commission District 1 (Sawgrass Consulting, LLC)

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 1 (D2,4,7) MCR-2024-101
COM Project: 2025-3005-01

PROJECT #: C1007 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$619,775.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date: 11/21/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers William Carroll, Ben Reynolds and 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: Sawgrass Consulting, LLC

Project Name: 2024 PAYGO Resurfacing Commission District 1 (D2,4,7)
MCR-2024-101
COM Project# 2025-3005-01

Estimated Cost: \$619,775.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING
COMMISSION DISTRICT 1**

PROJECT NO. 2025-3005-01

ENGINEER:

SAWGRASS CONSULTING, LLC.



STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **SAWGRASS CONSULTING, LLC**, (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **SAWGRASS CONSULTING, LLC**.

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2024 PAYGO RESURFACING-COMMISSION DISTRICT 1, City of Mobile Project No. 2025-3005-01. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff,

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.
- b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition.
- c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way, to an extent that is feasible and practical.
- d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

- e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- g. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.
- h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.
- i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- k. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.
- l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.
- m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- n. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.
- o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project locations shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.
 - (2) **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

- I. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
 - d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
 - e. The ENGINEER shall provide construction administration and be in responsible charge of the project.
3. PROJECT Observation/Inspection
- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
 - b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
 - c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
 - d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
 - e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
 - f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. **MUTUAL AGREEMENT**

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed \$210,400.00 (Two Hundred Ten Thousand Four Hundred Dollars and Zero Cents).
 - b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed \$7,350.00 (Seven Thousand Three Hundred Fifty Dollars and Zero Cents).

- c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed \$357,025.00 (Three Hundred Fifty-Seven Thousand Twenty-Five Dollars and Zero Cents).
- d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$45,000.00 (Forty-Five Thousand Dollars and No Cents).
- 2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed \$619,775.00 (Six Hundred Nineteen Thousand Seven Hundred and Seventy-Five Dollars and Zero Cents)

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and

employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- 5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. **E-VERIFY**

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is County PAYGO MCR-2024-101. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

SAWGRASS CONSULTING, LLC.

By: _____
Stephen J. Delahunty
Print: _____
Its: President

Address: 30673 Sgt E I Boots Thomas Drive

Spanish Fort, AL 36527

Telephone: 251.544.7900

STATE OF ALABAMA
CITY OF MOBILE

I, Tori Scheer, a Notary Public in and for said State and County, hereby
certify that Stephen J. Delahunty, whose name as President of
SAWGRASS CONSULTING, LLC. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

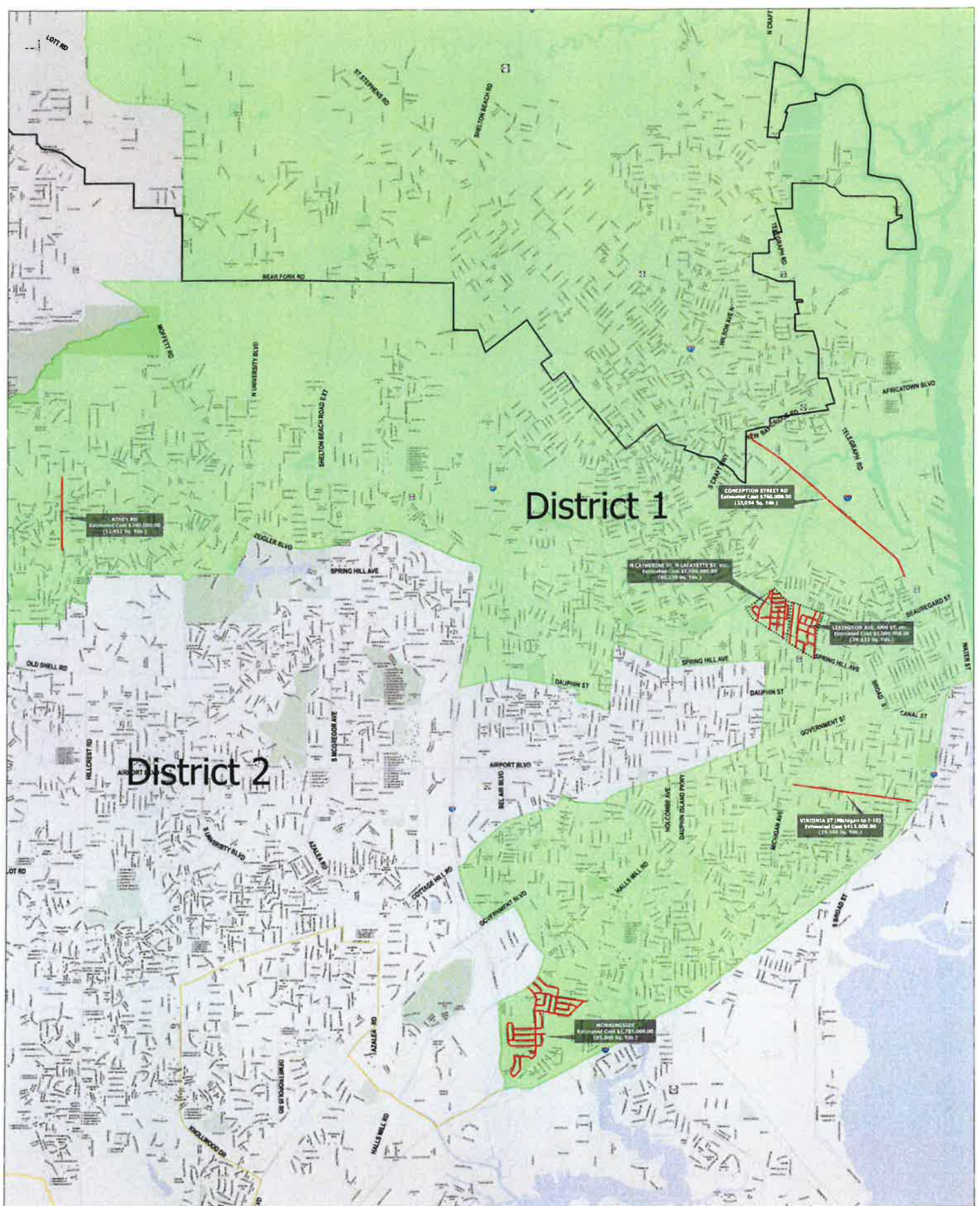
Given under my hand and notarial seal on this the 24 day of October, 2024.

Tori Scheer
NOTARY PUBLIC

My Commission Expires: May 24 2026

TORI SCHEER Notary Public, Alabama State at Large My Commission Expires May 24 2026

EXHIBIT A: PROJECT LOCATION



2024 PAYGO
District 1
City of Mobile



EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 PAYGO RESURFACING-COMMISSION DISTRICT 1, City of Mobile Project No. 2025-3005-01.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$5,250,000.00 [Five Million Two Hundred Fifty Thousand Dollars and No Cents].**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **\$619,775.00 [Six Hundred Nineteen Thousand Seven Hundred Seventy-Five Dollars and Zero Cents]**, unless authorized by the CITY.

FUNDING SOURCE: COUNTY PAYGO, MCR-2024-101, C1007

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



2024 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

Client Rep Initials

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase.....	\$ 210,400.00
Pre-Bid to Pre-Construction Phase.....	\$ 7,350.00
Construction Phase.....	\$ 357,025.00
<u>Base Contract Amount</u>	<u>\$ 574,775.00</u>

Additional Services (If requested in writing by the City Engineer)\$ 45,000.00

Total Contract Amount including Additional Services **\$ 619,775.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER		CONTACT NAME: _____ PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____ ADDRESS: _____					
INSURED		INSURER(S) AFFORDING COVERAGE			NAIC #		
		INSURER A:					
		INSURER B:					
		INSURER C:					
		INSURER D:					
		INSURER E:					
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 ☐ PROJECT ☐ LCC OTHER _____						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP 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 \$
	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						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)

10/28/2024

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	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME: Jamie Owens PHONE (A/C, No, Ext): (251)445-8300 E-MAIL: j.owens@hrtinsurancegroup.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company INSURER B: Auto-Owners INSURER C: Auto-Owners Insurance Company INSURER D: Freberg Enviromental Insurance INSURER E: INSURER F: NAIC # 18988 18988 26638 AA1122
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	

COVERAGES

CERTIFICATE NUMBER: 00002326-0

REVISION NUMBER: 263

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 38999702 10/27/2024 10/26/2025 EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$						
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY Y Y 5199970200 10/26/2024 10/26/2025 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 Y Y 5199970201 10/26/2024 10/26/2025 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A Y A106617560 10/26/2024 10/26/2025 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						
D	Professional Liab. N Y PLC-03664-00 9/4/2024 9/4/2025 Aggregate 2,000,000						

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

Project No: 2025-3005-01

Project Name: 2024 Paygo Resurfacing

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies. Thirty (30) Day Notice of cancellation, (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO 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 (JCO)
---	--

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY HRT Insurance Group, LLC		NAMED INSURED Sawgrass Consulting, LLC	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	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

(continued from Description of Operations)
 non-renewal, or material change shall apply (except 10 days for non-payment)

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

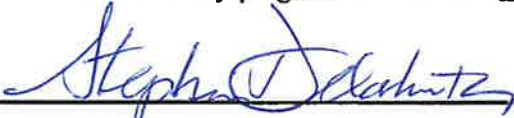
Before me, a Notary public, personally appeared Stephen J. Delahunty (affiant) who, being duly sworn says as follows:

President/CEO of Sawgrass Consulting, 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 Sawgrass that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

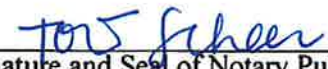
By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to 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 Sawgrass is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 621593.

X 
CEO of Sawgrass Consulting, LLC

Sworn to and subscribed before me this the 24 day of October, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public

TORI SCHEER
Notary Public, Alabama State at Large
My Commission Expires May 24 2026

Return to Office of Supplier Diversity
Via email: archonique.kidd@cityofmobile.org

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: Sawgrass Consulting, LLC		Certified DBE:	YES	☒ NO	Contract Start Date:
DESCRIPTION: 2024 PAYGO RESURFACING		Estimated Completion Date:			
This report is for the month of:		JAN	JULY	OCT	
(CHECK ONE):		FEB	AUG	NOV	FINAL
		MARCH	SEPT	DEC	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)	
\$ \$619,775.00	\$	\$	\$		
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)
McCrory & Williams Inc	Design/Construction Svcs	\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
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: Stephen J. Delahunty

SIGNATURE: Stephen J. Delahunty PRESIDENT 10/24/24 (Date)
(Title)



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: ArchenequeAxxd@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: Archequekidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Sawgrass Consulting, LLC
Address	30673 Sgt E I Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251.544.7900
E-Mail	sdelahunty@sawgrassllc.com

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Stephen J. Delahunty, P.E. Date: 10/24/24
Signature: *Stephen J. Delahunty*
Title: President

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

Name: Lynn Tolbert Title: Comptroller
Email: ltolbert@sawgrassllc.com Phone: 251.544.7900

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Item	Amount
Please Print Company Name	\$619,775.00
Please Print Company Address	
Please Print Company City	
Please Print Company State	
Please Print Company Zip	
Please Print Company Phone	
Please Print Company Fax	
Please Print Company Email	
Please Print Company Website	
Please Print Company Bid/Proposal Amount	

Date:

Date	Description	
10 / 24 / 2024	2024 PAYGO RESURFACING	

Name of Bidder/Proposer: Sawgrass Consulting, 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 Sawgrass Consulting, LLC

Contact Person Stephen J. Delahunty, P.E.

Phone 251.544.7900

Email sdelahunty@sawgrassllc.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
n/a		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities
n/a		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
n/a		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation) Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use
n/a		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding
n/a		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
n/a		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond
n/a		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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.



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and **Sawgrass** (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Sawgrass	
Name (Please Type or Print) Heather J McDonald	Title
Signature Electronically Signed	Date 12/04/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/04/2012



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Sawgrass
Company Facility Address	30673 Sgt. E. I. Boots Thomas Drive Spanish Fort, AL 36527
Company Alternate Address	
County or Parish	BALDWIN
Employer Identification Number	273407212
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1
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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Lvnn D Tolbert
Phone Number 2515447900210
Fax
Email ltolbert@sawarassllc.com

Name Heather J McDonald
Phone Number 2515447900
Fax 2515447918
Email hmcDonald@sawarassllc.com



Company ID Number: 621593



This list represents the first 20 Program Administrators listed for this company.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Benjamin Reynolds, Councilmember

Joel Daves, Councilmember

Josh Woods, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Dorsey & Dorsey Engineering, Inc. for professional engineering services.

Amount of Contract:

\$383,200.00

Funding Source

C1008 / MCR-2024-201

ATTACHMENTS:

1. 2025-3005-02 2024 PAYGO Resurfacing Commission District 2 (Dorsey & Dorsey, Engineering, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 2 (D4,5,6) MCR-2024-201
COM Project: 2025-3005-02

PROJECT #: C1008 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$383,200.00

VENDOR NAME: Dorsey & Dorsey Engineering, Inc.

VENDOR NUMBER: 47590

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 11/21/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Ben Reynolds, Joel Daves and Josh Woods

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: Dorsey & Dorsey Engineering, Inc.

Project Name: 2024 PAYGO Resurfacing Commission District 2 (D4,5,6)
MCR-2024-201
COM Project# 2025-3005-02

Estimated Cost: \$383,200.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING
COMMISSION DISTRICT 2**

PROJECT NO. 2025-3005-02

ENGINEER:

DORSEY & DORSEY ENGINEERING, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **DORSEY & DORSEY ENGINEERING, INC.** (hereinafter called the “ENGINEER”).

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT – State of Alabama Department of Transportation

CITY – City of Mobile, Alabama

CITY COUNCIL – Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER – That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT – Whenever the word “CONTRACT” is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR – An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER – The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **DORSEY & DORSEY ENGINEERING, INC.**

INSPECTOR – An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED – A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2, City of Mobile Project No. 2025-3005-02. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER – a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS – Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the **Standard Specifications, adopted by the State of Alabama Department of Transportation**, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff,

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. Preliminary Engineering and General Requirements

Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.

- a. Perform a field evaluation to determine the condition state of the described streets identified in Exhibit A.1. The evaluation will provide inventory information to provide the following criteria; verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities and miscellaneous ROW improvements that should be included to properly resurface streets.
- b. Development of a repair schedule and map book for use in the construction contract and bid documents. Includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities and annotated location maps of infrastructure repairs. All recommendations will be in accordance with the **Design and Construction Standards for the City of Mobile and the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**.
- c. Preparation of ADA improvement plans as require along the streets identified in Exhibit A.1. This preparation requires the determination of project needs to achieve ADA compliance with **City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way**, to an extent that is feasible and practical.
- d. Preparation of ADA improvement plans as require along the streets identified in Exhibit A. This plan needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for

Accessibility for Public Right of Way, to an extent that is feasible and practical.

- e. Deploy Survey Personnel for staking of CITY Right-of-Way when improvements may encroach on private property or when in dispute with property owners.
- f. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- g. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.
- h. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.
- i. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.
- j. Show utilities on the plans, including contact information for each utility. Complete resolution of utility conflicts. Document correspondence.
- k. Prepare and submit to the CITY's Engineering Department an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.). The ESC Plan shall be prepared and signed by a Registered Professional Engineer licensed in the State of Alabama.
- l. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the project bid package.
- m. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- n. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.
- o. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.

3. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Estimates, construction contracts, bid documents, and bid proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the project before and after construction. Plans and contract documents shall include drainage repairs, improvements and repairs to associated infrastructure at the identified project thoroughness shown in Exhibit A.1.

The plans will show all existing and proposed utilities in the project area. The ENGINEER shall provide coordination with all utilities throughout the design stage to ensure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **60% Design Submittal** (approximately 60% completion) shall be made no later than **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.
 - (2) **100% Design Submittal** (Issued for Bid Package) shall be made no later than **Three weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

- c. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the project.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

- c. The ENGINEER shall insure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- i. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and

binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the

PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

- 1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed **\$186,000.00 (One Hundred Eighty-Six Thousand Dollars and Zero Cents)**.
 - b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed **\$13,000.00 (Thirteen Thousand Dollars and Zero Cents)**.

- c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not **exceed \$159,200.00 (One Hundred Fifty-Nine Thousand Two Hundred Dollars and Zero Cents)**.
- d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not **exceed \$25,000.00 (Twenty-Five Thousand Dollars and No Cents)**.
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not **exceed \$383,200.00 (Three Hundred Eighty-Three Thousand Two Hundred Dollars and Zero Cents)**.

VI. **INDEMNITY AND INSURANCE REQUIREMENTS**

- A. **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally

liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

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

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation – All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured – All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance – All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation – Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- 5. Certificates of Insurance – General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is MOBILE COUNTY PAYGO, MCR-2024-201. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

DORSEY & DORSEY ENGINEERING, INC.

By: _____
Print: Larry C. Dorsey

Its: President/CEO

Address: 1114 Wildwood Ave

Mobile, AL 36609

Telephone: 251-605-2023

STATE OF ALABAMA
CITY OF MOBILE

I, Taylor D. Redd a Notary Public in and for said State and County, hereby
certify that Larry C. Dorsey, whose name as President/CEO of
Dorsey & Dorsey Engineering, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 8th day of October, 2024.
Taylor D. Redd
NOTARY PUBLIC

My Commission Expires: 8-31-27

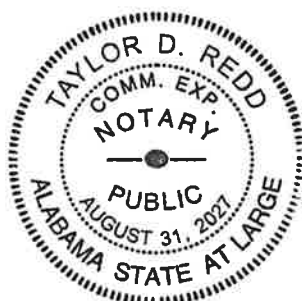


EXHIBIT A: PROJECT LOCATION

COMMISSION DISTRICT 2 RESURFACING		
MCR-2024-201		
Street	From	To
Hillcrest	Old Shell Rd	Grelot Rd
Hillcrest	Cottage Hill Rd	Halls Mill Creek Bridge
Azalea Rd	Airport Blvd	Cottage Hill Rd
<u>Camera Detection Systems</u> • Hillcrest Road (Old Shell Road to Grelot Road) ○ Signal Hillcrest at Wall Street - recommend placing a camera detection system in place of the existing loops. (Currux device) ○ Signal Hillcrest at Omni Park Drive - recommend placing a camera detection system in place of the existing loops. (Currux device) ○ Signal Hillcrest at Grelot - recommend placing a camera detection system in place of the existing loops. (Currux device) • Hillcrest Road (Cottage Hill Road to Halls Mill Creek Bridge) ○ Signal Hillcrest at Girby Road - recommend placing a camera detection system in place of the existing loops. (Currux device) • Azalea Road (Airport Blvd to Cottage Hill Road) ○ Signal Azalea Road at Michael Blvd - recommend placing a camera detection system in place of the existing loops. (Currux device) ○ Signal Azalea Road at Pleasant Valley Road - recommend placing a camera detection system in place of the existing loops. (Currux device) ○ Signal Azalea Road at Cottage Hill Road - recommend placing a camera detection system in place of the existing loops. (Currux device)		

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2024 PAYGO RESURFACING-COMMISSION DISTRICT 2**, City of Mobile Project No. **2024-3005-02**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$3,700,000.00 [Three Million Seven Hundred Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **\$383,200.00 [Three Hundred Eighty-Three Thousand Two Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

FUNDING SOURCE: **MOBILE COUNTY PAYGO, MCR-2024-201, C1008**

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Project Manager	\$135/hr
Sr. Engineer	\$125/hr
Engineer	\$85/hr
Engineer Designer	\$75/hr
Inspectors	\$65/hr

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase.....	\$ 186,000.00
Pre-Bid to Pre-Construction Phase	\$ 13,000.00
Construction Phase.....	\$ 159,200.00

<u>Base Contract Amount</u>	<u>\$ 358,200.00</u>
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Additional Services (If requested in writing by the City Engineer).....	\$ 25,000.00
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<u>Total Contract Amount including Additional Services</u>	<u>\$ 383,200.00</u>
---	-----------------------------

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																							
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																											
PRODUCER		<table border="1"><tr><td colspan="2">CONTACT NAME</td></tr><tr><td>PHONE (A/C, No, Ext):</td><td>FAX (A/C, No):</td></tr><tr><td colspan="2">E-MAIL ADDRESS:</td></tr><tr><td colspan="2">INSURER(S) AFFORDING COVERAGE</td></tr><tr><td colspan="2">NAIC #</td></tr><tr><td colspan="2">INSURER A:</td></tr><tr><td colspan="2">INSURER B:</td></tr><tr><td colspan="2">INSURER C:</td></tr><tr><td colspan="2">INSURER D:</td></tr><tr><td colspan="2">INSURER E:</td></tr><tr><td colspan="2">INSURER F:</td></tr></table>				CONTACT NAME		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		NAIC #		INSURER A:		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME																											
PHONE (A/C, No, Ext):	FAX (A/C, No):																										
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INSURER(S) AFFORDING COVERAGE																											
NAIC #																											
INSURER A:																											
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INSURER E:																											
INSURER F:																											
INSURED																											
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						EACH OCCURRENCE																				
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)																				
							MED EXP (Any one person)																				
							PERSONAL & ADV INJURY																				
							GENERAL AGGREGATE																				
							PRODUCTS - COMP/OP AGG																				
	GEN'L AGGREGATE LIMIT APPLIES PER:																										
	☐ POLICY ☐ PRO-JECT ☐ LOC																										
	OTHER																										
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)																				
	ANY AUTO						BODILY INJURY (Per person)																				
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)																				
	HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)																				
	SCHEDULED AUTOS																										
	NON-OWNED AUTOS ONLY																										
	UMBRELLA LIAB						EACH OCCURRENCE																				
	EXCESS LIAB						AGGREGATE																				
	DED																										
	RETENTION \$																										
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE																				
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTHER																				
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)
10/16/2024

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 UnderWrite Insurance Services 417 Passaic Street, Suite F Hackensack, NJ 07601	CONTACT NAME: Marvin Mensah PHONE (A/C, No, Ext): 201-580-6806 E-MAIL ADDRESS: marvin.mensah@gounderwrite.com FAX (A/C, No):																					
INSURED Dorsey & Dorsey Engineering Inc 6251 Airport Blvd Suite B Mobile, AL 36608	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Next Insurance US Company</td><td>16285</td></tr><tr><td>INSURER B :</td><td>Kinsale Insurance Company</td><td>38920</td></tr><tr><td>INSURER C :</td><td>The Pie Insurance Company</td><td>21857</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Next Insurance US Company	16285	INSURER B :	Kinsale Insurance Company	38920	INSURER C :	The Pie Insurance Company	21857	INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C :	The Pie Insurance Company	21857																				
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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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 ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	NXT3CWHFP7-02-GL	10/11/2024	10/11/2025	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) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	0100271714-1	10/16/2024	10/11/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WC PI 680589 000	01/12/2024	01/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Insurance	X	X		NXTQQ7KK3F-01-PL	10/11/2024	10/11/2025	Each Claim: \$1,000,000 Aggregate: \$2,000,000

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

Project Name: 2024 PayGo Resurfacing Commission District 2
Project No: 2025-3005-02

City of Mobile Engineering Department is included as an additional insured in respect to all policies (Except Workers Compensation and Professional Liability when applicable), which coverage shall be primary and non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
PO Box 1827
Mobile, AL 36633

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2024

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 RANDY JONES & ASSOC PO BOX 1576, ALBERTVILLE, AL 35950	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing	
	PHONE (A/C No. Ext: 1-800-444-4487)	FAX (A/C No.)
	E-MAIL ADDRESS: progressivecommercial@email.progressive.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Progressive Specialty Insurance Company	32786
INSURED Dorsey and Dorsey, Inc DBA: Dorsey and Dorsey, Inc 1114 Wildwood Ave Mobile, AL 36608	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 607067588503123940D100824T040840	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 CERTIFICATION 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 - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	N	966037205	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	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 \$
A	See ACORD 101 for additional coverage details.	Y	N	966037205	02/08/2024	02/08/2025	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Project Name: 2024 PayGo Resurfacing Commission District 2 Project No: 2025-3005-02	
City of Mobile Engineering Department 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 Engineering Department PO Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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ACORD 25 (2016/03)

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**EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT**



Company ID Number: 613704

Approved by:

Employer Dorsey & Dorsey Engineering, Inc.	
Name (Please Type or Print) Larry C Dorsey	Title
Signature Electronically Signed	Date 11/01/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 11/01/2012



Company ID Number: 613704

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Dorsey & Dorsey Engineering, Inc.
Company Facility Address	1114 Wildwood Ave Mobile, AL 36609
Company Alternate Address	P.O. Box 851298 Mobile, AL 36685
County or Parish	MOBILE
Employer Identification Number	721389941
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Larry C. Dorsey (affiant) who, being duly sworn says as follows:

President/CEO of Dorsey & Dorsey Engineering, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President/CEO for Dorsey & Dorsey Engineering, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

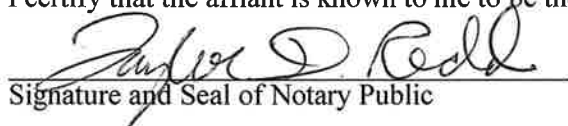
I further attest that said Dorsey & Dorsey Engineering, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 613704.

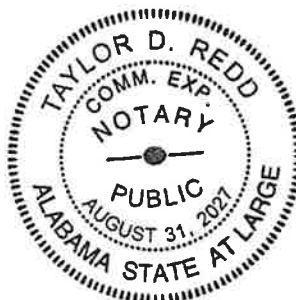


President/CEO of Dorsey & Dorsey Engineering, Inc.

Sworn to and subscribed before me this the 8th day of October, 2024.

I certify that the affiant is known to me to be the identical party he or she claims to be.


Signature and Seal of Notary Public



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:	
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



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: Archtrique.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.

Pay



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	Dorsey & Dorsey Engineering, Inc.
Address	1114 Wildwood Ave Mobile, AL 36609
Telephone	251-605-2023
E-Mail	larry.dorsey@dorsey-dorsey.com

RFP/RFQ Solicitation Number	
Project Description	Pinehill Recycling Center - Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>3</u> Female <u>1</u> Minority <u>4</u> Non-minority <u>0</u> SDVO <u>0</u>
Total #of Employees	<u>4</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Larry C. Dorsey
Signature: *Larry C. Dorsey* Date: 10/6/2024
Title: President & CEO

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: Larry C. Dorsey Title: President & CEO
Email: larry.dorsey@dorsey-dorsey.com Phone: 251-605-2023



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____ Phone: _____ Email: _____
 Contact Person: _____

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 internal portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2 (B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



CAPITAL CONTRACT SUMMARY SHEET

c#5201



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Nicholas Amberger

Sponsored by:

Benjamin Reynolds, Councilmember

Josh Woods, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Thompson Engineering, Inc. for professional engineering services.

Amount of Contract:

\$485,800.00

Funding Source

C1009 / MCR-2024-303

ATTACHMENTS:

1. 2025-3005-03 2024 PAYGO Resurfacing Commission District 3 (Thompson Engineering, Inc.)

REVIEWERS:

Lana Gauthier

Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 3 MCR-2024-303 (D4,6)

COM Project: 2025-3005-03

PROJECT #: C1009 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$485,800.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 11/21/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Ben Reynolds and Josh Woods

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: Thompson Engineering, Inc.

Project Name: 2024 PAYGO Resurfacing Commission District 3 (D4,6)
MCR-2024-303
COM Project# 2025-3005-03

Estimated Cost: \$485,800.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING
COMMISSION DISTRICT 3
MCR-2024-303**

PROJECT NO. 2025-3005-03

ENGINEER:

THOMPSON ENGINEERING, INC.



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **THOMPSON ENGINEERING, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THOMPSON ENGINEERING, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Preliminary Design & Investigation Phase, the Design Phase, the Pre-Bid to Pre-Construction Phase, and/or the Construction Phase, as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – 2024 PAYGO RESURFACING – COMMISSION DISTRICT 3, City of Mobile Project No. 2025-3005-03. This CONTRACT is for engineering design and construction inspection of roadway resurfacing, intersection improvements and associated roadway infrastructure repairs for multiple locations. (See Exhibit A for approximate locations). **The professional engineering services may include advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the ENGINEER.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff,

inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

- A. Design Phase
 - Part 1 – PAYGO Resurfacing Sites
 - Part 2 – Shipyard Road Reconstruction
- B. Pre-Bid to Pre-Construction Phase
- C. Construction Phase

A. DESIGN PHASE

1. General

Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

2. General Requirements

- a. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final project.
- b. Provide a Preliminary Project Cost Estimate for construction of the PROJECT.
- c. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.
- d. Prepare a plan outlining the specifications for any necessary subsurface explorations consisting of borings, lab tests and reports as required for design of the PROJECT.
- e. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required by the CITY.
- f. The plans must be designed under the direct supervision of a Registered Professional Engineer licensed in the State of Alabama. The Professional Engineer's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans and on the cover of final design calculations.
- g. Plans shall be provided to each utility at the 60% and 100% design submittals. Utilities will be shown on the plans based on information provided by each utility service provider.

3. Preliminary Engineering: Part 1 – PAYGO Resurfacing Sites

The ENGINEER shall provide all plans, drawings, specifications, cost estimates, and

other documents necessary for the advertisement of bids for the final PROJECT. This will include the following items.

- a. Perform a field evaluation to determine the condition state of the described streets identified above. The evaluation will provide inventory information to provide the following criteria: verify the road lengths and widths, identify base and drainage (inlet) failures, curb and gutter deficiencies/types and sizes, ADA corner deficiencies and ADA recommendations, and determine required milling limits. Other information to be obtained during the field evaluation includes obtaining striping scheme and quantities, and miscellaneous ROW improvements that should be included to properly resurface streets.
- b. Development of a repair schedule and map book for use in construction contracts and bid documents. This includes providing a resurfacing schedule to include infrastructure deficiency tables, special repair details as required, summary of quantities, and annotated location maps of infrastructure repairs.
- c. Preparation of ADA improvement plans as required along the streets identified above. This will require the determination of project needs to achieve ADA compliance with City of Mobile Construction Standards and the Federal Highway Administration Design for Accessibility for Public Right of Way to an extent that is feasible and practical.
- d. Plans shall be submitted at the 60% and 100% stages of development. The City will provide written administrative review comments to the Engineer on each submittal for incorporation into the next submittal. Each submittal shall include the review comments and the Engineer's written responses from the previous submittal.
- e. Plans shall include an Erosion and Sediment Control Plan that complies with the City's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.).
- f. Plans shall include a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition.
- g. The ENGINEER will utilize GIS information provided by the City as a basis of design for the Resurfacing, Restoration, and Rehabilitation (RRR) portion of this PROJECT (See Exhibit A.1).

4. Preliminary Engineering: Part 2 – Shipyard Road Reconstruction

The ENGINEER shall prepare and submit detailed plans, specifications, construction estimates, construction contracts, bid documents, and bid proposals. The ENGINEER shall also submit a booklet of photos that clearly depict the project before construction. Plans and contract documents shall include drainage improvements and repairs to associated infrastructure at the identified project locations noted above. The PROJECT

will be constructed in accordance with the standard specifications and supplemental specifications for any specialized construction included in this project.

- a. Provide surveying services to generate a topographic survey of the streets identified in Exhibit A.2. The topography will be taken from right-of-way to right-of-way. The location of all marked utilities and those visible above ground will be shown. Existing ground will be taken sufficient enough to generate one-foot contours. All of the work for the surveys will be generated using Alabama State Plane Coordinates with elevations being referenced to NAVD 1988 datum.
- b. Plans shall be submitted at the 60% and 100% stages of development. The City will provide written administrative review comments to the Engineer on each submittal for incorporation into the next submittal. Each submittal shall include the review comments and the Engineer's written responses from the previous submittal.
- c. Plans shall include an Erosion and Sediment Control Plan that complies with the City's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm, etc.).
- d. Plans shall include a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition.

5. Plans and Specifications

The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine CONTRACT compliance for approving fee requests and determining the project costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. **Part 1 – PAYGO Resurfacing Sites.** Plans shall be submitted at the 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

1. **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Map book preparation and repair schedule, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans.
 2. **100% Design Submittal** (Issued for Bid Package) shall be made **Three (3) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. **Part 2 – Shipyard Road Reconstruction.** Plans shall be submitted at the 30%, 60% and 100% stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
1. **30% Design Submittal** (approximately 30% completion) shall be made **Twelve (12) weeks** after notice to proceed. 30% set of plans will be submitted including surveyed cross sections, construction limits, trees in conflict with construction, existing and proposed drainage structures, existing utilities and proposed utility changes, obstructions, property lines and owners, topography, right-of-way, existing easements, and required construction and permanent easements.
 2. **60% Design Submittal** (approximately 60% completion) shall be made **Eight (8) weeks** after notice to proceed. 60% Plan preparation, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted.
 3. **100% Design Submittal** (Issued for Bid Package) shall be made **Five (5) weeks** after 60% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 60% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- c. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
- d. The project will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. Detailed special provisions are necessary for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- e. Any use of State of Alabama Department of Transportation Standard Drawings

in the design of the project will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the “As Built” plans submitted for final acceptance of the project.

- f. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this CONTRACT are instruments of service for use by the CITY. The CITY shall be provided at least three (3) copies of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the project by the CITY for present and future needs. Any reuse will be at the CITY’s sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this project.

B. PRE-BID TO PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER’s estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the

original bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.
- i. The fees indicated in Exhibit D include the effort associated with one bidding cycle each. Subsequent rebidding would be considered additional services and may be subject to additional fees.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall ensure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

- a. For Part 2 – Shipyard Road Reconstruction, the ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall ensure the materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR, capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.
- b. The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.
- c. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- d. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- e. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.
- f. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- g. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- h. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

- i. No major changes in the “as bid” construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- j. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm’s representative, indicating the INSPECTOR’S approval of the materials to be installed.
- k. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR’S equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- l. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written “Punch List” of items to be completed prior to the ENGINEER’S recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- m. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER’S concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT’S construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax, email, or regular mail, and postmarked to the CONTRACTOR on the same date.
- b. Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER’S resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR’S control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.
- c. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- d. The ENGINEER will review the CONTRACTOR’S schedule and ensure it is

updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.
- E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any

breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made only in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. **Part 1 – PAYGO Resurfacing Sites.** It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the 60% submittal review, ENGINEER shall complete the 100% design. Work performed in Section III.A of this CONTRACT shall not exceed \$112,500.00 (One Hundred Twelve Thousand-Five Hundred Dollars and Zero Cents).
 - b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed \$7,500.00 (Seven Thousand-Five Dollars and Zero Cents).
 - c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed \$216,500.00 (Two hundred Sixteen Thousand Five Hundred Dollars and Zero Cents).
 - d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

2. **Part 2 – Shipyard Road Reconstruction.** It is mutually agreed that compensation to the ENGINEER will be as follows:

- a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Based on the results of the previous submittal review, ENGINEER shall complete the 60%, and 100% design. Work performed in Section III.A of this CONTRACT shall not exceed \$67,300.00 (Sixty-Seven Thousand Three Hundred Dollars and Zero Cents).
- b. ENGINEER shall perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.B of this CONTRACT. Payment for work performed in Section III.B of this CONTRACT shall not exceed \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents).
- c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III.C, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III.C of this Agreement shall not exceed \$69,500.00 (Sixty-Nine Thousand Five Hundred Dollars and Zero Cents).
- d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$5,000.00 (Five Thousand Dollars and Zero Cents).
2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned

PROJECT shall not exceed \$485,800.00 (Four Hundred Eighty-Five Thousand Eight Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A **INDEMINIFICATION**: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE: ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

- B **INSURANCE**: For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. **Professional Liability Insurance**:

Professional Liability Insurance including design with the limits not less than \$1,000,000 per claim.

2. **Workers' Compensation/Employer's Liability**:

- a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
- b. Employer's Liability with limits of not less than:
 - Bodily Injury by Accident \$1,000,000 each accident
 - Bodily Injury by Disease \$1,000,000 policy limit
 - Bodily Injury by Disease \$1,000,000 each employee
- c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. **Comprehensive General Liability Insurance**:

- a. Comprehensive General Liability (occurrence form) including coverage

for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

- a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

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

C CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- 5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT,

that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is MOBILE COUNTY PAYGO, MCR-2024-303. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://app.e-builder.net> ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

THOMPSON ENGINEERING, INC.

By: Katie Parker

Print: KATIE PARKER

Its: VICE PRESIDENT

Address: 2970 Cottage Hill Rd., Suite 190

MOBILE, AL 36606

Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby
certify that Katie Parker, whose name as Vice President of

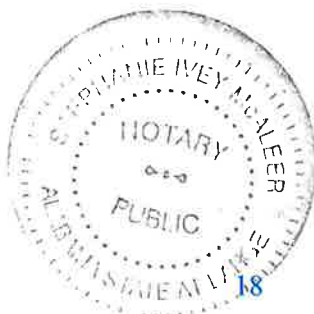
Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known

to me acknowledged before me on this day, that, being informed of these contents of

the conveyance, he as such officer and with full authority, executed the same voluntary

on the day the same bears date.

Given under my hand and notarial seal on this the 1st day of November, 2024.



Stephanie Ivey McAleer
NOTARY PUBLIC

My Commission Expires: _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

EXHIBIT A: PROJECT LOCATION

A.1: Part 1 – PAYGO Resurfacing Sites

STREET	FROM	TO
ALDEBARAN WAY	DEMETROPOLIS ROAD	END OF PAVEMENT
ALTAIR LANE	REGULUS DRIVE	GOVERNMENT BOULEVARD (U.S. 90)
ANTARES LANE	DEMETROPOLIS ROAD	POLARIS DRIVE
ARCTURUS LANE	POLARIS DRIVE	U.S. 90 DRIVE
ARIES DRIVE	TAURUS DRIVE	ARCTURUS LANE
GRELOT ROAD	MOBILE CITY LIMIT	CODY ROAD S.
I-10 INDUSTRIAL PARKWAY	I-10 INDUSTRIAL PARKWAY N.	GOVERNMENT BOULEVARD (U.S. 90)
I-10 INDUSTRIAL PARKWAY N.	I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY
I-10 INDUSTRIAL PARKWAY S.	I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY
I-10 INDUSTRIAL PARKWAY W.	I-10 INDUSTRIAL PARKWAY S.	I-10 INDUSTRIAL PARKWAY N.
LARUE STEINER ROAD	GOVERNMENT BOULEVARD (U.S. 90)	END OF MAINTENANCE
OLD PASCAGOULA ROAD	MOBILE CITY LIMIT	THREE NOTCH-KRONER ROAD
POLARIS DRIVE	GOVERNMENT BOULEVARD (U.S. 90)	ARCTURUS LANE
RIGEL LANE	POLARIS DRIVE	VEGA DRIVE
REGULUS DRIVE	POLARIS DRIVE	ALDEBARAN WAY
SERMON ROAD N.	SERMON ROAD W.	WILLIS ROAD
SERMON ROAD S.	SERMON ROAD W.	GOVERNMENT BOULEVARD (U.S. 90)
SERMON ROAD W.	SERMON ROAD S.	SERMON ROAD N.
SHIPYARD ROAD	HIGGINS ROAD	CYPRESS PARK DRIVE
TAURUS DRIVE	POLARIS DRIVE	ALDEBARAN WAY
THREE NOTCH-KRONER ROAD	MOBILE CITY LIMIT	GOVERNMENT BOULEVARD (U.S. 90)
TILLMANS CORNER PARKWAY	OLD PASCAGOULA ROAD	GOVERNMENT BOULEVARD (U.S. 90)
U.S. 90 DRIVE	GOVERNMENT BOULEVARD (U.S. 90)	END OF MAINTENANCE
VEGA DRIVE	REGULUS DRIVE	ARCTURUS LANE
WILLIS ROAD	MOBILE CITY LIMIT	GOVERNMENT BOULEVARD (U.S. 90)

A.2: Part 2 – Shipyard Road Reconstruction

STREET	FROM	TO
SHIPYARD ROAD	CYPRESS PARK DRIVE	END OF MAINTENANCE

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.)

2024 PAYGO RESURFACING – COMMISSION DISTRICT 3 – MCR-2024-303, City of Mobile Project No. **2025-3005-03**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be **\$4,500,000.00 [Four Million Five Hundred Thousand Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees to be paid to the ENGINEER shall not exceed **\$485,800.00 [Four Hundred Eighty-Five Thousand Eight Hundred Dollars and Zero Cents]**, unless authorized by the CITY.

FUNDING SOURCE: **MOBILE COUNTY PAYGO, MCR-2024-303, C1009**

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective January 1 – December 31, 2024.

General Information

Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Williams observed holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Rd., Ste. 190
Mobile, Alabama 36606
(P) 251.666.2443
(F) 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$320.00/hr.
Principal Engineer II (code 008).....	\$283.00/hr.
Principal Engineer I (code 005).....	\$248.00/hr.
Senior Engineer III (code 052)	\$240.00/hr.
Senior Engineer II (code 051)	\$210.00/hr.
Senior Engineer I (code 050)	\$198.00/hr.
Project Engineer III (code 152)	\$162.00/hr.
Project Engineer II (code 151)	\$150.00/hr.
Project Engineer I (code 150)	\$140.00/hr.
Engineering Associate III (code 201)	\$130.00/hr.
Engineering Associate II (code 200)	\$114.00/hr.
Engineering Associate I (code 260)	\$102.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	\$180.00/hr.
Senior Scientist (code 115).....	\$120.00/hr.
Staff Scientist III (code 165).....	\$118.00/hr.
Staff Scientist II (code 215).....	\$100.00/hr.
Staff Scientist I (code 270).....	\$85.00/hr.

Designer / Drafter

Senior Designer III (code 658)	\$160.00/hr.
Senior Designer II (code 657)	\$130.00/hr.
Senior Designer I (code 656)	\$110.00/hr.
Designer III (code 654)	\$102.00/hr.
Designer II (code 652)	\$98.00/hr.
Designer I (code 651)	\$89.00/hr.

Technician

Senior Materials Specialist (code 515)	\$140.00/hr.
Materials Specialist (code 514)	\$105.00/hr.
Senior Technician (code 506)	\$100.00/hr.
Technician III (code 503)	\$80.00/hr.
Technician II (code 502)	\$72.00/hr.
Technician I (code 501)	\$66.00/hr.

Inspector

Senior Inspector (code 706)	\$105.00/hr.
Inspector II (code 702).....	\$87.00/hr.
Inspector I (code 701).....	\$65.00/hr.

*Services provided by Watermark Design Group, a wholly owned subsidiary of Thompson Holdings, Inc.

Specialist

Senior Specialist (code 399)	\$142.00/hr.
Staff Specialist III (code 299)	\$121.00/hr.
Staff Specialist II (code 351)	\$100.00/hr.
Staff Specialist I (code 271)	\$87.00/hr.
Field Assistant (code 500)	\$65.00/hr.

Project Manager

Principal Project Manager (code 001)	\$257.00/hr.
Senior Project Manager (code 112).....	\$225.00/hr.
Project Manager (code 162).....	\$180.00/hr.
Project Coordinator II (code 250).....	\$115.00/hr.
Project Coordinator I (code 252).....	\$95.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	\$260.00/hr.
Registered Consultant (code 307)	\$185.00/hr.
Senior Consultant (code 313).....	\$158.00/hr.
Project Consultant (code 309).....	\$145.00/hr.
Staff Consultant II (code 357).....	\$125.00/hr.
Staff Consultant I (code 359).....	\$102.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	\$195.00/hr.
Professional Land Surveyor I (code 605)	\$165.00/hr.
Drone Data Processor (code 601)	\$110.00/hr.
Drone Pilot (code 602)	\$110.00/hr.
Surveyor, Party Chief (code 603).....	\$110.00/hr.
Surveyor, Instrument Man (code 606)	\$75.00/hr.
Surveyor, Rodman (code 607).....	\$65.00/hr.

*Architecture/Landscape Architecture/Planner

Principal Architect (code 549)	\$201.00/hr.
Architect (code 551).....	\$145.00/hr.
Interior Designer (code 552)	\$150.00/hr.
Principal Landscape Architect (code 570)	\$195.00/hr.
Senior Landscape Architect (code 571)	\$140.00/hr.
Associate Landscape Architect (code 573) ...	\$105.00/hr.

Administrative

Documentarian II (code 797).....	\$105.00/hr.
Documentarian I (code 798).....	\$90.00/hr.
Administrative Assistant II (code 799).....	\$83.00/hr.
Administrative Assistant I (code 800).....	\$73.00/hr.

1.2 Other Expenses

1. Automotive mileage (code A002)\$0.72/mile
2. 4-Wheel Drive (code A002a).....\$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Boat (includes operator) Special Quote
4. Per Diem (Meals and Lodging) (code A004) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request) (code A005) \$ 2.60 ea
6. Color Photocopies (code A006)\$3.15/ea
7. Large Drawing Plots
 - Monochrome Linework on bond \$1.00/Sq. Ft.
 - Size D (code A007a)\$5.19/ea
 - Size E (code A007b) \$10.39/ea
 - Long Plot (140x32) (code A007c) \$31.11/ea
 - 2 pc Super Plot (140x60) (code A007d) \$58.33/ea
 - 11x17 Reduction (code A007e).....\$1.30/ea
 - Custom (Glossy 40x28) (code A007f)..... \$38.89/ea
 - Color Image on plain bond..... \$6.00/Sq. Ft.
 - Size D (code A007g)..... \$31.17/ea
 - Size E (code A007h) \$62.33/ea
 - Long Plot (140x32) (code A007i)..... \$186.67/ea
 - 2 pc Super Plot (140x60) (code A007j) \$350.00/ea
 - 11x17 Reduction (code A007k)\$7.79/ea
 - Custom (Glossy 106x36) (code A007m)..... \$185.50/ea
8. Direct non-salary expenseCost Plus 10%
9. Sub-Contractor markup.....Cost Plus 10%

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

(Part 1 – PAYGO Resurfacing Sites)

Design Phase.....	\$112,500.00
Pre-Bid to Pre-Construction Phase	\$7,500.00
Construction Phase.....	\$216,500.00
<u>Base Contract Amount (Part 1)</u>	<u>\$336,500.00</u>

(Part 2 – Shipyard Road Reconstruction)

Design Phase.....	\$67,300.00
Pre-Bid to Pre-Construction Phase	\$7,500.00
Construction Phase.....	\$69,500.00
<u>Base Contract Amount (Part 2)</u>	<u>\$144,300.00</u>

Additional Services (If requested in writing by the City Engineer)\$5,000.00

Total Contract Amount including Additional Services **\$485,800.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the “Description” area. Each COI must have this stated.

ACORD®		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:		FAX (A/C, No.):		
		PHONE (A/C, No, Ext):				
		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	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMPI/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
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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THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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

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

PRODUCER PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	CONTACT NAME: Abby Foster PHONE (A/C, No, Ext): (334) 386-3609 FAX (A/C, No): (334) 244-0350 E-MAIL ADDRESS: afoster@turnerfirst.com
INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A : Zurich American Insurance Co. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 16535

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	GLO 3534778-02	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 EBL AGGREGATE \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-02	2/1/2024	2/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-02	2/1/2024	2/1/2025	☒ 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	☒ Auto Physical Damage			BAP 3534779-02	2/1/2024	2/1/2025	Various deductibles

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

PE: Matthew Rogers
Proposal for Engineering & Construction Services
MCR-2024-303 2024 PAYGO RESURFACING COMMISSION DISTRICT 3
Thompson Proposal No. 24-4110-0102
Project number (2025-3005-03)

City of Mobile is named additional insured on a primary and noncontributory basis as respect General Liability and Automobile Liability where required by SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
205 Government Street
P. O. Box 1827
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



AGENCY CUSTOMER ID: THOMENG-01

KCROSBY

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY PGIS, LLC dba Turner Insurance & Bonding Co.		NAMED INSURED Thompson Engineering, Inc. 2970 Cottage Hill Road, Ste. 190 Mobile, AL 36606	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**Description of Operations/Locations/Vehicles:**

written contract. A waiver of subrogation applies in favor of City of Mobile as respect General Liability, Automobile Liability, and Workers Compensation where required by written contract. Thirty (30) days written notice of cancellation applies where required by written contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/6/2024

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: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: patty.savage@cadenceinsurance.com FAX (A/C, No): 228-863-1957																					
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td colspan="2">INSURER A : Beazley Insurance Company, Inc.</td><td>37540</td></tr><tr><td colspan="2">INSURER B : Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td colspan="2">INSURER C :</td><td></td></tr><tr><td colspan="2">INSURER D :</td><td></td></tr><tr><td colspan="2">INSURER E :</td><td></td></tr><tr><td colspan="2">INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Beazley Insurance Company, Inc.		37540	INSURER B : Travelers Property Casualty Co of America		25674	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						

COVERAGES**CERTIFICATE NUMBER:** 352520514**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) \$ \$
B X	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP8S42687024NF	2/1/2024	2/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ 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 \$
A	Professional Liability	Y	Y	C1D697240801	2/1/2024	2/1/2025	Per Claim 1,000,000 Aggregate 1,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687024NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778, Auto Liability policy number BAP3534779, and Employers Liability policy number WC3534777 written through Zurich American Insurance Company effective 2/1/2024 to 2/1/2025. Umbrella is follow form these policies.

RE: City of Mobile Project number 2025-3005-03; 2024 PAYGO Resurfacing Commission District 3 MCR-2024-303; Certificate holder is named as an additional insured and a waiver of subrogation is provided when required by written contract. Insurance is primary and non-contributory when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSURED/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND
DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared KENDALL KILPATRICK (affiant) who, being duly sworn says as follows:

President/CEO of THOMPSON ENGINEERING

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for THOMPSON ENGINEERING that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said THOMPSON ENGR. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 571783

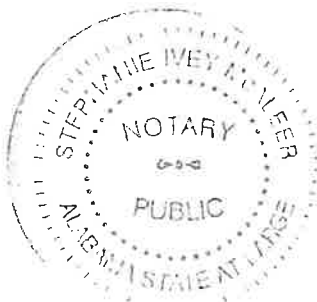
[Signature]

CEO of THOMPSON ENGINEERING

Sworn to and subscribed before me this the 1st day of November, 2024

I certify that the affiant is known to me to be the identical party he or she claims to be.

[Signature]
Signature and Seal of Notary Public



STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026



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

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Engineering, Inc.
Address	2970 Cottage Hill Road, Suite 190 Mobile, AL 36606
Telephone	(251) 666-2443
E-Mail	

RFP/Rfq Solicitation Number	
Project Description	2025-3005-03 - 2024 PAYGO Resurfacing Commission District 3, MCR-2024-303
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 506 Female 71 Minority 81 Non-minority 496 SDVO _____
Total #of Employees	577

Subcontractor/Major Supplier Plan submitted by:

Printed Name: MATTHEW ROGERS
Signature: [Signature] Date: 11/1/2024
Title: Principal Engineer / Team Leader

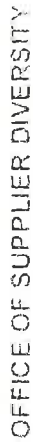
The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: MATTHEW ROGERS Title: PRINCIPAL ENGINEER / TEAM LEADER

Email: MROGERS@THOMPSONENGINEERING.COM Phone: 251-459-3943

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: Archetype.kidd@atydmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

Please Print Company	Thompson Engineering, Inc.	Your Bid/Proposal Amount \$	485,800.00
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Date:

Item	Description	2025-3005-03 - 2024 PAYGO Resurfacing Commission District 3, MCR-2024-303
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Name of Bidder/Proposer: Thompson Engineering, Inc.

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

Page 3 of 5
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

Name of Bidder: Thompson Engineering, Inc. Phone Email
Contact Person:

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 a reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

thompson

HOLDINGS



May 19, 2022



To Whom It May Concern,

BOARD OF DIRECTORS

John H. Baker, III
President
Chief Executive Officer

Chad R. Brown, Esq.
Chief Legal Officer

Michael V. Manning
Senior Vice President

Nathaniel T. Counsell
Vice President – TCS

Ronald L. Ewing

Ronald Oakley

Thompson Inc., registered in Alabama as Thompson Holdings, Inc. is the holding company and owns all of the Shares of Thompson Engineering, Inc. The E-verify MOU has been executed by Thompson Holdings as a consolidated filing for Thompson Engineering, Inc., a wholly owned subsidiary and the parent/holding company filing is consistent with filing of the EEO-1, benefits program and 5500 reports consolidated and filed at the holding company level.

I am the Secretary and CLO of both Thompson Holdings and Thompson Engineering, Inc.

Please contact me should you wish to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad R. Brown", with a long horizontal flourish extending to the right.

Chad R. Brown, Esq.
Chief Legal Officer and Secretary

CRB/deg

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - A. Notice of E-Verify Participation
 - B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.
 - B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.
11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 ([Web](#))) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
 - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
 - C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
 - D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
 - E. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

- ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - A. Automated verification checks on alien employees by electronic means, and
 - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - A. Scanning and uploading the document, or
 - B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

Company ID Number:571783

Client Company ID Number:1426448

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Thompson Holdings, Inc	
Name (Please Type or Print)	Title
Chad Brown	
Signature	Date
Electronically Signed	July 03, 2019
E-Verify Employer Agent	
Paylocity Corporation	
Name (Please Type or Print)	Title
Chacyra Lloyd	
Signature	Date
Electronically Signed	July 03, 2019
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	July 03, 2019

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

RESOLUTION

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$2932.89** be transferred from the District 6 General Fund, Discretionary Account DSC 06, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation General Fund Account 10042032-44020 and will be used to assist with the Christmas celebration.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Manufacturer License
Submitted by:	Deerfish Distilling Co., LLC
Location:	Deerfish Distilling Co. 757 Government Street Mobile, AL 36602

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

TRISHA AGNEW

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
11/15/2024	NEW APPLICATION	2024 - 5704	131001	2	December 3, 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)

200 - MANUFACTURER

Legal Business Name

DEERFISH DISTILLING CO LLC

Trade Name (DBA)

DEERFISH DISTILLING CO

Location Address

757 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

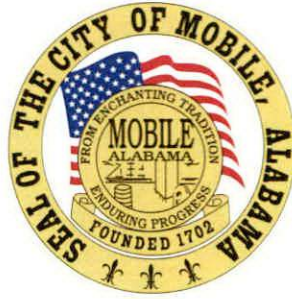
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Item
11/15/2024	NEW APPLICATION	2024 - 5704	131001	2	December 3, 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)

200 - MANUFACTURER

Legal Business Name

DEERFISH DISTILLING CO LLC

Trade Name (DBA)

DEERFISH DISTILLING CO

Location Address

757 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



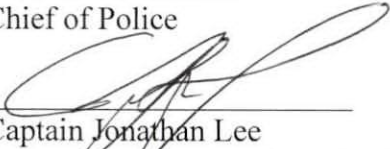
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 21, 2024

Re: Alcoholic Beverage License Application No. 5704
DEERFISH DISTILLING CO LLC
D/B/A: Deerfish Distilling Co
757 Government St
Mobile, AL 36602
Ashley Hallford, member
Austin Hallford, member
Stanley Hallford Jr. member
Emilie Hallford, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

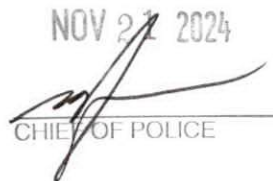
This is a new application for a business that will be named Deerfish Distilling Co LLC. Deerfish Distilling Co LLC will be conducting business at Deerfish Distilling Co located on Government St. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

NOV 21 2024

CHIEF OF POLICE



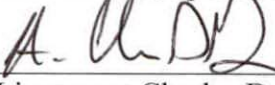
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: November 21, 2024

Re: Alcoholic Beverage License Application No. 5704
DEERFISH DISTILLING CO LLC
D/B/A: Deerfish Distilling Co
757 Government St
Mobile, AL 36602
Ashley Hallford, member
Austin Hallford, member
Stanley Hallford Jr. member
Emilie Hallford, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named Deerfish Distilling Co. The City of Mobile Revenue Department advised no taxes that need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: November 18, 2024

Re: Application # 5704 / 757 Government St.

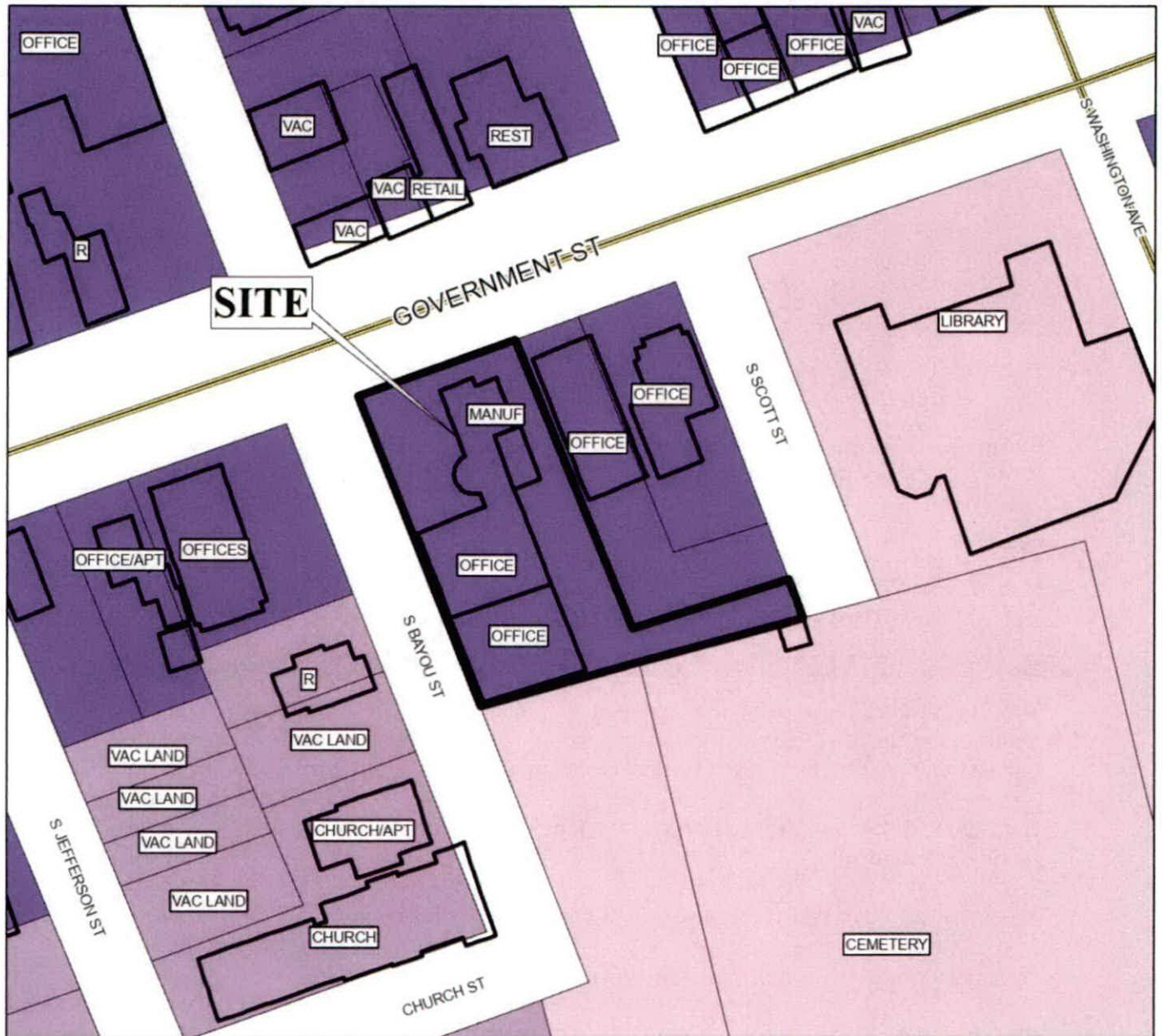
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1. This is to advise that a brewpub with an occupancy load less than 100 persons is a permitted use by right in this zoning district.

The site located within the Downtown Development District, which exempts T-5.1 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5704 DATE 12/3/2024

APPLICANT DEERFISH DISTILLING CO LLC

LOCATION 757 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



NTS

LANDUSE SURVEY
CONDUCTED 2010

	R-A		R-3		B-1		B-2		B-5		ML		I-2		OPEN		T-3		T-5.2
	R-1		R-B		T-B		B-3		CW		MH		PD		SD		T-4		T-6
	R-2		H-B		LB-2		B-4		MM		I-1		MUN		SD-WH		T-5.1		

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
11/15/2024	NEW APPLICATION	2024 - 5704	131001	2	December 3, 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)

200 - MANUFACTURER

Legal Business Name

DEERFISH DISTILLING CO LLC

Trade Name (DBA)

DEERFISH DISTILLING CO

Location Address

757 GOVERNMENT STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
ASHLEY L HALLFORD	MEMBER	NO	(406) 407-2096	ASHLEY@DEERFISHDISTILLING.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business?

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 11/15/2024	Application Type NEW APPLICATION	Application Number 2024 - 5704	License Account # 131001	Council District 2	Council Agenda Date December 3, 2024
License Type Applied for with Alabama ABC Board 200 - MANUFACTURER			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name DEERFISH DISTILLING CO LLC			Trade Name (DBA) DEERFISH DISTILLING CO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 05/31/2024	SOS Entity ID 001-138-718	State AL	County MOBILE
Federal Tax ID (FEIN) 99-3291375	Alabama State Sales Tax ID R012224903	Business Phone Number (251) 285-1190			
Physical Address (Street Address, Suite #) 757 GOVERNMENT STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) OTHER MANUFACTURER		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name ASHLEY L HALLFORD	Title MEMBER	POA NO	Phone	Email ASHLEY@DEERFISHDISTILLING.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name CITY MANAGEMENT COMPANY LLC			Property Owner Phone Number -----	Property Owner Email JOHNDPEEBLES@ICLOUD.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 1187			City MOBILE	State AL	Zip Code 36633
Bldg Square Footage 5,200	Bldg Seating Capacity 16	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? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials

AA
AAH

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) HALLFORD, ASHLEY LYN				Title MEMBER		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 (205) 123 4567		
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) HALLFORD, AUSTIN LEWIS				Title MEMBER		Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)			Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?								
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition				
Do you have any existing State of Alabama ABC license(s) with any entity in your name?								
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)					
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person				
Full Name (Last, First, Middle) N/A				Title		Date of Birth		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)				City		State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?								
							NO	
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?								
							NO	
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?								
							YES	

ABC Application 2

Applicant/POA Initials

AL
AL

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) HALLFORD JR, STANLEY MELVIN		Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle) HALLFORD, EMILIE OBRIEN WHITE		Title MEMBER	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
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)	

AW
AW

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Aut AA

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.

Aut AA

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.

Aut AA

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.

Aut AA

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.

Aut AA

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.

Aut AA

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.

Aut AA

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

Ashley Halford

11-15-2024

Owner/Applicant/POA Signature

Title of Person Signing this Application

A. Halford

Managing Member

Sworn to and subscribed before me this **15th** day of **November** 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

November 15, 2024



DEERFISH DISTILLING CO
757 GOVERNMENT STREET
MOBILE, AL 36602 USA
ACCOUNT NUMBER: 131001 TERRITORY 2

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>
1920959	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 Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

DEERFISH DISTILLING CO LLC

dba

DEERFISH DISTILLING CO

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

200 - MANUFACTURER

for the premises located at

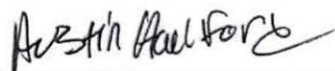
757 GOVERNMENT STREET

, 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

December 3, 2024 for application number **2024 - 5704**

- 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: 20241113090300297

Type License: 200 - MANUFACTURER

State: \$500.00 County: \$500.00

Type License:

State: County:

Trade Name: DEERFISH DISTILLING CO

Filing Fee: \$50.00

Applicant: DEERFISH DISTILLING CO LLC

Transfer Fee:

Location Address: 757 GOVERNMENT BLVD MOBILE, AL 36602

Mailing Address: 824 ASHWOOD DR E MOBILE, AL 36693

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type: LIQUOR

Type Ownership: LLC

Book, Page, or Document info: 001-138-718

Do you sell Draft Beer?:

Date Incorporated: 05/31/2024 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 05/31/2024

Federal Tax ID: 99-3291375

Alabama State Sales Tax ID: R012224903

Name:	Title:	Date and Place of Birth:	Residence Address:
STANLEY MELVIN HALLFORD JR	MEMBER	MOBILE AL	
AUSTIN LEWIS HALLFORD	MEMBER	MOBILE AL	
ASHLEY LYN HALLFORD	MEMBER	GRAND RAPIDS MINNESOTA	

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: ASHLEY HALLFORD

Home Phone: 406-407-2096

Business Phone: 406-407-2096

Cell Phone: 406-407-2096

Fax:

E-mail: ASHLEY@DEERFISHDISTILLING.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241113090300297

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY MANAGEMENT COMPANY LLC 251-680-8390
What is lessors primary business? PROPERTY MANAGEMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 5200 Display Square Footage:
Building seating capacity: 16 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)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
STANLEY MELVIN HALLFORD JR	01/13/2023 FAILED TO USE DESIGNATED LANE	NEW YORK STATE POLICE	PAID TICKET AND COURT COST
AUSTIN LEWIS HALLFORD	07/10/2013 ATTEMPT TO ELUDE POLICE	FAIRHOPE POLICE DEPARTMENT	NOLLE PROSSED
STANLEY MELVIN HALLFORD JR	01/13/2013 DUI	NEW YOUR STATE POLICE	PAID TICKET AND COURT COST



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241113090300297

Initial each

☒ ALA

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ ALA

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ ALA

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.

☒ ALA

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.

☒ ALA

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.

☒ ALA

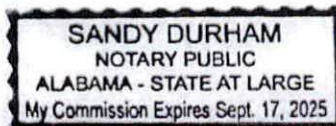
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashley Lyn Hallford

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: 20241113090300297

**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

Additional Violations:

Name: AUSTIN LEWIS HALLFORD | Violation & Date: 07/10/2013

ASSAULT 3RD DOMESTIC VIOLENCE

Arresting Agency: FAIRHOPE POLICE DEPT | Disposition: NOLLE PROSSED



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

ASHLEY LYN HALLFORD
PO BOX 1923
YAKIMA, WA 98907

Date: 06-27-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

ASHLEY LYN HALLFORD

Search Completed Result

06-27-2024 E2024179000000361198

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.

Date of Birth:

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 website at www.fbi.gov/checks 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

AUSTIN LEWIS HALLFORD
C/O: ASHLEY HALLFORD
PO BOX 1923
YAKIMA, WA 98907

Date: 06-27-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

AUSTIN LEWIS HALLFORD

Search Completed Result

06-27-2024 E2024179000000360382

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

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

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z
TCN WVEBIJMOZ-20240627182349-EDO-0000-09171
AGENCY CASE D12557124173

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME HALLFORD, AUSTIN LEWIS

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		000	UNK	UNK	UNK

STATE ID	BIRTH PLACE
NULL	UNITED STATES

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE		IE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC0000012

NCN E2024179000000360382

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE
DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI UCN	DATE REQUESTED
HALLFORD, AUSTIN LEWIS	63059WD2	2024/06/27

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		9	135	BLU	BRO

BIRTH PLACE
ALABAMA

PATTERN CLASS
LS AU LS LS AU LS LS LS LS AU

1-ARRESTED OR RECEIVED 2013/07/10 SID- AL02345264
AGENCY-POLICE DEPARTMENT FAIRHOPE (AL0050200)
AGENCY CASE-

FINGERPRINT INFORMATION
BSI/2000185095576
PRINT DATE/2013/07/10

CHARGE 1-1399ASSLT-ASSAULT 3RD DOMESTIC VIOLENCE
CHARGE 2-5099OBSTRUCT-ATTEMPT TO ELUDE POLICE

COURT- ()
2015/08/10 DISPOSITION-OTHER
CHARGE-DSPE/ASSLT-ASSAULT 3RD DOMESTIC VIOLENCE
DSPE/NOLLE PROSSED

RECORD UPDATED 2024/06/27

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON
FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.

THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL
USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

STANLEY MELVIN HALLFORD, JR.
ATTN: STANLEY HALLFORD JR

Date: 07-15-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

STANLEY MELVIN HALLFORD, JR.

Search Completed Result

07-15-2024 E2024197000000294940

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

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.

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Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2024197000000294940

TCN WVFBIJMOE-20240715185838-EDC-0000-37858

THE ENCLOSED RECORD, DATED 2024/07/15, WITH THE FBI UCN 579565TD4 AND
NGI CONTROL NUMBER (NCN) E2024197000000294940 IS BEING PROVIDED AS THE
RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.
THE TENPRINT BIOGRAPHICS AS SUBMITTED IN THE ORIGINAL TRANSACTION ARE:
NAME: HALLFORD, STANLEY MELVIN JR

DATA RELATED TO THIS RECORD WAS REQUESTED FROM THE FOLLOWING:

NEW YORK - STATE ID/NY12142089
FBI - FBI/579565TD4

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) AND/OR IJI
PARTICIPANT STATE(S) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE.
HOWEVER THE FBI MAINTAINED DATA FROM THE NON-RESPONDING IJI PARTICIPANT
STATE(S) IS INCLUDED IN THE RESPONSE.

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC0000012
TCN WVFBJM02-20240715185838-EDC-0000-37858
AGENCY CASE D35966324183

THE FBI IDENTIFIED YOUR TEN-PRINT SUBMISSION WHICH
CONTAINED THE FOLLOWING DESCRIPTORS:

NAME HALLFORD, STANLEY MELVIN JR

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		000	UNK	UNK	UNK

STATE ID	BIRTH PLACE
NULL	UNITED STATES

CITIZENSHIP
UNITED STATES

OTHER BIRTH DATES	SCARS-MARKS-TATTOOS	SOCIAL SECURITY	MISC NUMBERS
NONE	NONE		ONE

ALIAS NAME(S)
NONE

END OF COVER SHEET

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC0000012 RCR E2024197000000294940

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.
- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME HAITFORD, STANLEY M JR FBI UCN 5795653D4 DATE REQUESTED 2024/07/15

SEX RACE BIRTH DATE HEIGHT WEIGHT EYES HAIR
M W 508 230 BLU BLN

BIRTH PLACE ALABAMA

PATTERN CLASS TS AU TS TS TS AU TS TS TS
CITIZENSHIP UNITED STATES

RECORD UPDATED 2024/07/15

ALL ENTRIES CONTAINED IN THIS FBI RECORD ARE BASED ON FINGERPRINT COMPARISONS AND PERTAIN TO THE SAME INDIVIDUAL.
THE USE OF THIS RECORD IS REGULATED BY LAW. IT IS PROVIDED FOR OFFICIAL USE ONLY AND MAY BE USED ONLY FOR THE PURPOSE REQUESTED.

***** CRIMINAL HISTORY RECORD *****

***** Introduction *****

This rap sheet was produced in response to the following request:

FBI Number 579565TD4
State Id Number
Request Id 0294069533
Purpose Code R
Attention E2024197000000294940;T

The information in this rap sheet is subject to the following caveats:

Sentencing - Where an individual is sentenced June 1, 1981 or later on more than one charge within a docket, the sentence may be considered to be concurrent unless identified as consecutive.

***** IDENTIFICATION *****

Subject Name(s)

HALLFORD, STANLEY M JR

Subject Description

State Id Number

Social Security Number
423252879

Sex
Male

Race
White

Skin Tone
Light

Height
5'08"

Weight
230

Date of Birth

Hair Color
Blonde Or Strawberry

Eye Color
Blue

Place of Birth
Alabama

Ethnicity
Unknown

Residence
Residence as of

County: Unknown

***** CRIMINAL HISTORY *****

Cycle 001

Tracking Number	65855724K	
Earliest Event Date	2013-01-13	Incident Date 2013-01-13

Arrest Date	2013-01-13
Arrest Case Number	4927411
Arresting Agency	NY1220100 NYSP Watertown
Subject's Name	HALLFORD, STANLEY, M, JR
Comment(s)	Court of Arraignment : NY022021J PAMELIA TOWN COURT

Charge Tracking Number	65855724K
Statute	Driving While Intoxicated- 1st Offense (1192 SUB 03)
NCIC Offense Code	5404
State Offense Code	VTL 1192 SUB 03
Counts	1
Severity	Misdemeanor
Inchoate Charge	Completed

Charge Tracking Number	65855724K
Statute	Operate Motor Veh With .08 of 1% Alcohol Or More In Blood- 1st Offense (1192 SUB 02)
NCIC Offense Code	5404
State Offense Code	VTL 1192 SUB 02
Counts	1
Severity	Misdemeanor
Inchoate Charge	Completed

Charge Tracking Number	65855724K
Statute	Failed To Use Designated Lane (1128 SUB 0C)
NCIC Offense Code	5499
State Offense Code	VTL 1128 SUB 0C
Counts	1
Severity	Infraction
Inchoate Charge	Completed

***** INDEX OF AGENCIES *****

Agency	NYSP Watertown; NY1220100;
--------	----------------------------

* * * END OF RECORD * * *



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

401 SOUTH RILEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 5, 2024

Dear Mrs. Hallford,

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 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

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:

Deerfish Distilling Co. 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): Stanley M Hallford Jr.

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
001-138-718 DLL
Date 05/31/2024
Time 10:18:00
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 5 / 31 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 10 : 18 ☒ 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).

5 / 31 / 2024
Date (MM/DD/YYYY)

Ashley Hallford

Signature as required by 10A-5A-2.04

Managing Member

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Ashley L Hallford		PO Box 1923 Yakima, WA 98907

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:

Deerfish Distilling Co. LLC

This name reservation is for the exclusive use of Ashley Hallford, PO Box 1923,
Yakima, WA 98907 for a period of one year beginning May 31, 2024 and expiring
May 31, 2025



RES159746

**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.**

May 31, 2024

Date

Wes Allen

Secretary of State

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-1-5.32. Use a separate form for each separate Entity ID number.

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.

*You may email the filing to miscellaneous filings@sos.alabama.gov

*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).

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (Items 4, 5, and 6).

This form must be typed or the request will be rejected without review.

1. Alabama Entity ID Number (Format: 000-000-000): 001 - 138 - 718 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.

2. The name of the entity as registered with the Secretary of State of Alabama:

Deerfish Distilling Co. LLC

3. The name of the Registered Agent currently registered entity with the Secretary of State of Alabama:

Stanley M Hallford Jr.

Street (No PO Boxes) address of the registered office: _____

Mailing address of registered office (if different from street address): _____

This form was prepared by: (type name and full address)

Stanley M Hallford Jr.
824 Ashwood Dr E
Mobile, AL 36693

RECEIVED DATE

AUG 02 2024

SECRETARY OF STATE
OF ALABAMA

Agent/Office Address Change 1/2022 Page 1 of 2

(For FILING Use Only)

Alabama
Sec. Of State

Entity Change
001-138-718 DLL
Date 8/02/2024
Time 14:00
240802 2 Pg

File \$100.00
County \$0.00

Total \$100.00
08/018

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

Ashley L. Hallford

The new registered agent must sign the consent to appointment in the consent box prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the registered office to: _____

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 any change specified in this document is authorized by the entity.

07 / 28 / 2024
Date (MM-DD/YYYY)

Stanley M Hallford Jr.
Typed name and title of signature for entity below


Signature of person authorized to sign per 10A-1-4.01

I, the undersigned, consent to appointment as registered agent for Deerfish Distilling Co. LLC

(entity name in blank).

07 / 28 / 2024
Date (MM-DD/YYYY)

Ashley L. Hallford
Typed name of agent (individual or entity)


Signature of the registered agent

Ashley L. Hallford, Managing Member
Typed name and title of signature for entity

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-1-5-32. Use a separate form for each separate Entity ID number.

INSTRUCTIONS: Mail 2 copies of this completed form along with a self-addressed, stamped envelope for

*Secretary of State, Business Services, P.O. Box 5816, Montgomery, Alabama 36103.

*Include a check, money order, or credit card payment for the \$100.00 processing fee.

*You may email the filing to business@state.alabama.gov

*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).

Item 3 is the information pertaining to the current registered agent and office location currently on file with the Secretary of State. Complete this for verification purposes. You may change the name of the agent, the street address of the registered office, and the mailing address of the registered office, or any one of the three (Items 4, 5, and 6).

This form must be typed or the request will be rejected without review.

1. Alabama Entity ID Number (Format: 000-000-000): 001 - 138 - 718 **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.

2. The name of the entity as registered with the Secretary of State of Alabama:

Deborah Darling Co. LLC

3. The name of the Registered Agent currently registered entity with the Secretary of State of Alabama:

Anthony L. Harford

Street (No PO Boxes) address of the registered office: _____

Mailing address of registered office (if different from street address): _____

This form was prepared by: (type name and full address)

Anthony L. Harford
624 Ashwood Dr E
Monte, AL 36083

RECEIVED DATE

OCT 21 2024

SECRETARY OF STATE
OF ALABAMA

Agent/Office Address Change - 1/2022 Page 1 of 2

(Pay SOS Use Only)

Alabama
Sec. Of State

Entity Change
001-138-718 DLL
Date 10/21/2024
Time 12:03
241021 2 PM

File \$100.00
County \$0.00
Total \$100.00
06/025

CHANGE OF REGISTERED AGENT OR REGISTERED OFFICE BY ENTITY

4. Change the name of the Registered Agent (must be located in Alabama) for this entity to:

N/A

The new registered agent must sign the consent to appointment in the consent box prior to filing.

5. Change the street (No PO Boxes) address in Alabama of the registered office to:

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 any change specified in this document is authorized by the entity.

Date (MM/DD/YYYY)
10 / 18 / 2024

Ashley L. Hubbard

Typed name and title of signatory for entity below

Signature of person authorized to sign per 10A-1-4-01

I, the undersigned, consent to appointment as registered agent for Deborah Co. LLC	
(entity name in block)	
Ashley L. Hubbard	Date (MM/DD/YYYY) 10 / 18 / 2024
Typed name of agent (individual or entity)	Signature of registered agent
Ashley L. Hubbard, Managing Member	Typed name and title of signatory for entity

Date of this notice: 05-31-2024

Employer Identification Number:
99-3291375

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

DEERFISH DISTILLING CO LLC
ASHLEY HALLFORD MGR
824 ASHWOOD DR E
MOBILE, AL 36693

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-3291375. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	01/31/2025
Form 940	01/31/2025
Form 1065	03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

DEERFISH DISTILLING CO LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012224803	09/1/2024	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: 312140

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

757 GOVERNMENT ST MOBILE AL 36602-1404



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

BEG AT INT OF S RWL OF GOVT ST WITH E RWL OF BAYOU ST IN CITY, CO OF MOB ALA RUN ELY ALG SD S R/W OF GOVT ST 114.18 FT TO PT ON E/L OF A CONC COPING WALL SD PT BEING 108.15 FT WLY FROM PT OF INT OF S R/W OF GOVT ST WITH THE W RWL OF SCOTT ST TH WITH AN INT AN OF 92 DEG 47 MIN RUN SLY ALG SD E/L OF COPING WALL & AN EXT THEREOF A DIS OF 193.90 FT TH WITH AN INT ANG OF 264 DEG 49 MIN 39 SEC RUN ELY 108.74 FT TO PT ON W RWL OF SCOTT ST TH WITH AN INT ANG OF 95 DEG 13 MIN RUN SLY ALG SD W RWL OF SCOT

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

Deerfish Distilling Co. 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 14th day of November 2024

Notary Printed Name <u>Geoffrey Williams</u>	Notary Signature <u>Geoffrey Williams</u>	My (Notary) Commission Expires <u>March 24, 2025</u>
---	--	---

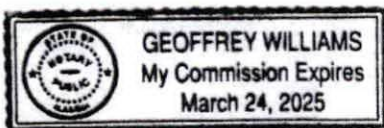
Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

City Management Company LLC

Deerfish Distilling Co. LLC



Owner of Property (Signature)

Applicant Name (Signature)

Street Address

Street Address

P.O. Box 1187

757 Government Street

City, State, Zip

City, State, Zip

Mobile AL 36633

Mobile AL 36602

Date Agreement Signed

Date Agreement Signed

11-14-24

11-14-2024

Revision Date 10.23.2023

| Application Property Ownership

My Place

City of Mobile ...

GIS Data

Information for Address: 757 Government St # A

[Search for New Add...](#)

Parcel Owner / Mailing Address:

City Management Company C/o John Peeples
Po Box 1187
Mobile, AL 36633

Parcel Information:

Parcel: R022906400010266.000 / 759450

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

(Church Street East)

PLS Section:

4S1W23

Census Tract:

000200

Zipcode:

36602

--- Public Services ---

Garbage Pickup:

(Commercial Mon, Thu, Sat Residential - Tue / Loop)

Trash Pickup:

(Monday South / 6-TD-9)

Fire District:

(Fire Central Station 3)

Police Precinct/Beat:

(Precinct 5 Beat 50)

--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:

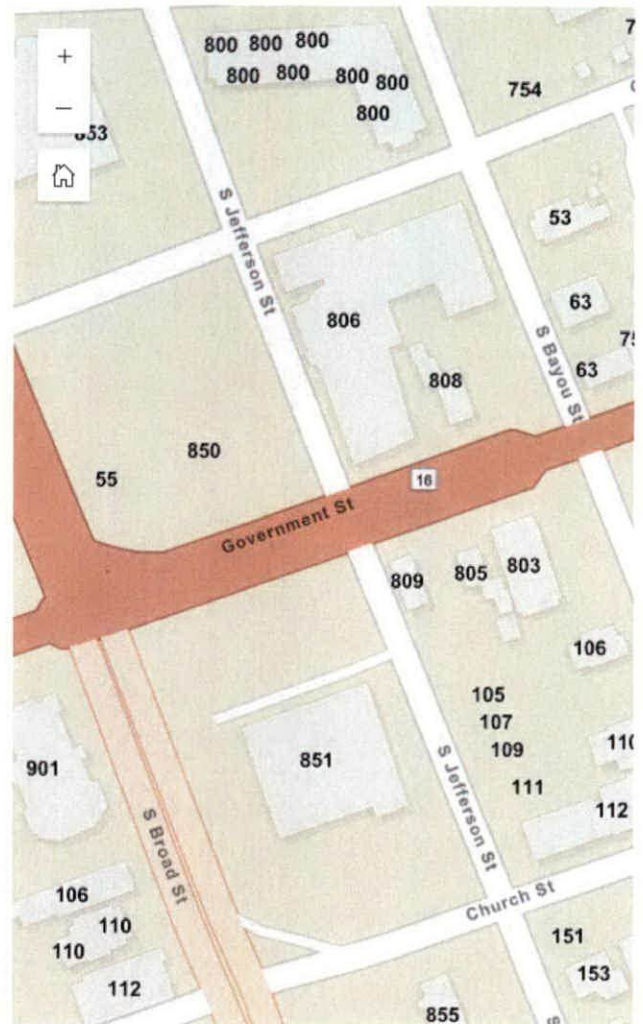
District: (1)

State House District:

District: (97)

State Senate District:

District: (33)



Esri Community Maps Contributors, City of Mobil... Powered by Esri

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile
2024

Mobile County Property Search

Key Number: 759450 For Year 2024

Property Details

Account	
Key Number:	759450
Legal Description:	BEG AT INT OF S RWL OF GOVT ST WITH E RWL OF BAYOU ST IN CITY, CO OF MOB ALA RUN ELY ALG SD S R/W OF GOVT ST 114.18 FT TO PT ON E/L OF A CONC COPING WALL SD PT BEING 108.15 FT WLY FROM PT OF INT OF S R/W OF GOVT ST WITH THE W RWL OF SCOTT ST TH WITH AN INT AN OF 92 DEG 47 MIN RUN SLY ALG SD E/L OF COPING WALL & AN EXT THEREOF A DIS OF 193.90 FT TH WITH AN INT ANG OF 264 DEG 49 MIN 39 SEC RUN ELY 108.74 FT TO PT ON W RWL OF SCOTT ST TH WITH AN INT ANG OF 95 DEG 13 MIN RUN SLY ALG SD W RWL OF SCOT
Parcel Number:	2906400010266XXX
Type:	Real
Property Class:	2
Location	
Address:	757 GOVERNMENT ST MO
Owner	
Name:	CITY MANAGEMENT COMPANY
Mailing Address:	PO BOX 1187 MOBILE , AL 36633-1187
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$321,900
Land Value:	\$290,800
Appraised Value:	\$612,700
Taxable Value:	\$612,700
Assessed Value:	\$122,540

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)

200 - MANUFACTURER

Legal Business Name

DEERFISH DISTILLING CO LLC

Trade Name (DBA)

DEERFISH DISTILLING CO

Location Address

757 GOVERNMENT STREET

Zip Code

36602

Application Number

2024 - 5704

Notice Post Date @ Location

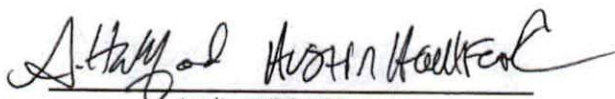
11/15/2024

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

December 3, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature


R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

COMMERCIAL LEASE AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

This lease, is made this 1 day of September, 2024, by and between City Management Company, LLC of P.O. Box 1187, Mobile, AL 36688, hereinafter called "Lessor" and Barbich Distilling Co., LLC, of 824 Ashwood Drive, E., Mobile, AL 36693 hereinafter collectively referred to as Lessee:

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit: together with improvements thereon "Premises":

1. DESCRIPTION

787 Government Street, Mobile, AL 36602, comprised of 6200+ sq. feet, as more particularly described on Exhibit A attached hereto.

2. TERM

For continuous use and occupancy by the Lessee as a craft distillery, tasting room and spirits storing facility and for no other different use or purpose, for and during the term of sixty (60) months, beginning on the 1st day of October, 2024 and ending on the 31st day of September, 2029.

IN CONSIDERATION WHEREOF the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent as fixed minimum rent for the Premises for the whole term hereunder, the sum of (\$415,500.00) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth, and as further described in Exhibit B, attached hereto:

\$6,000.00 WILL BE DUE WITH THE EXECUTION OF THIS LEASE, AND A LIKE SUM WILL BE DUE ON THE FIRST DAY OF NOVEMBER 2024, AND ON THE FIRST OF EACH SUCCEEDING MONTH UNTIL THE FIRST DAY OF APRIL 2025, WHEN \$6,250.00 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH UNTIL THE FIRST DAY OF OCTOBER 2025, WHEN \$6,500.00 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH UNTIL THE FIRST DAY OF APRIL 2026, WHEN \$6,750.00 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH UNTIL THE FIRST DAY OF OCTOBER 2026, WHEN \$6,950.00 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH UNTIL THE FIRST DAY OF OCTOBER 2027, WHEN \$7,250 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH UNTIL THE FIRST DAY OF OCTOBER 2028, WHEN \$7,700.00 SHALL BE DUE, AND A LIKE SUM PAYABLE ON THE FIRST OF EACH MONTH FOR THE REMAINING TERM OF THE LEASE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT LESSOR SHALL BE RESPONSIBLE EACH YEAR FOR ITS PROPORTIONATE SHARE OF THE COMMON AREA EXPENSES, DEFINED AS THE SUBJECT PROPERTY'S AD VALOREM TAXES, ITS PROPERTY INSURANCE, AND ITS COMMON AREA MAINTENANCE. THE CURRENT COST OF THESE EXPENSES IS CURRENTLY ASSESSED AT \$2.18/SQ/FA, AND PAYABLE MONTHLY AS \$945.00 WHICH WOULD BE PAYABLE CONCURRENTLY WITH THE PAYMENT OF THE RENT REFERENCED ABOVE. THIS SUM WOULD BE SUBJECT TO MODIFICATION IF THE RESPECTIVE COSTS SHOULD CHANGE DURING THE TERM OF THE LEASE.

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS:

3. SECURITY DEPOSIT

Lessee has deposited with Lessor the sum of Six thousand five hundred Dollars (\$6,500.00) as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this lease. It is agreed that in the event Lessee defaults in respect of any of the terms, provisions and conditions of this lease, including, but not limited to, the payment of rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment thereof or for payment of any other sums which Lessor may be required to expend by reason of Lessee's default including, but not limited to, any damages or deficiency in the re-letting of the Premises, whether such damages deficiency occurred before or after summary proceeding or other re-entry by Lessor. In the or event that Lessee shall fully and faithfully comply with all the terms, provisions, covenants and conditions of this lease, the security shall be returned to Lessee without interest, after the expiration of the lease and delivery of entire possession of the Premises to Lessor.

4. LATE CHARGE

Lessee shall unconditionally indemnify, defend and hold Lessor harmless from and against all loss, liability, claims, actions, expenses, lawsuits, proceedings, demands, assessments, adjustments and costs (including specifically, but without limitation, reasonable attorneys and consultants fees and expenses of investigation) which solely arise from or are related to Lessee's use of the Premises and (1) the imposition or recording of a lien, the incurring of costs or required repairs, clean up or detoxification and removal under any Hazardous Materials Law with respect to the Premises or liability to any third party in connection with any violation of a Hazardous Materials Law by Lessee; (2) the presence on or under, or the discharge, emission, release or threatened release from the Premises unto the environment arising from the installation, use, generation, manufacture, treatment, handling, refining, production, processing, storage, removal, clean up or disposal of any solid, hazardous material by Lessee at the Premises; (3) loss of value of the Premises as a result of any such lien, clean up, detoxification, loss, liability, damage, expense or claim or a failure or defect in title occasioned by the use of any such hazardous or toxic substance, pollutants, contaminants, or wastes after the commencement date of this lease; and (4) foreseeable and unforeseeable incidental and consequential damages related to the foregoing. Such indemnification shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall not be responsible for the condition of the Premises which existed prior to the date of the execution of this lease.

46. ASSIGNMENT/SUBLEASING

Each and every transfer or assignment of this lease by the Lessee or any interest there shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder. In the event of any assignment/sublease for which consent is given as stipulated herein, Lessee agrees to designate Lessor as its exclusive agent in attempting to secure a suitable assignee or sublessee for the remainder of the term of the Lease. Lessee further agrees to pay an assignment/subleasing fee in the amount of one month's rent as set forth herein for efforts on Lessee's behalf.

Both Lessor and Lessee acknowledge and confirm that except for the specific circumstances of assignment and sublease as provided in the preceding paragraph, Agent is solely the agent of Lessor and represents the interest of Lessor exclusively with respect to this lease. However, in the event of such assignment or sublease, both Lessor and Lessee consent that Agent may act as a limited consensual dual agent and receive compensation from both parties.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

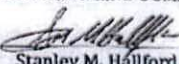
LESSOR

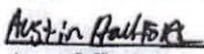
CITY MANAGEMENT COMPANY, LLC

BY 
It's Managing Member

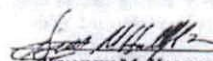
LESSEES

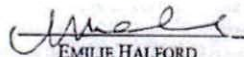
DEERFISH DISTILLING COMPANY, LLC

By: 
Stanley M. Halford, Jr.
It's Dir. of Sales & Distribution


AUSTIN L. HALFORD
Soc. Sec # 423/371596


ASHLEY RASMUSSEN HALFORD
Soc. Sec # 473-21-7960


STANLEY M. HALFORD, JR.
Soc. Sec # 423-25-2879


EMILIE HALFORD
Soc. Sec # 423-23-7444



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 ☐ Craft Distillery	
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 Deerfish Distilling Co. LLC				Trade Name (DBA) Deerfish Distilling Co.			
Company Physical Address (Street Address, Suite #) 757 Government Street				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information Name Ashley Hallford				Title Managing Member	Phone	Email ashley@deerfishdistilling.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 5,200	Parking Provided 8	Parking Required N/A - DDD	Compliance Yes		Zoning T-5.1	Approved Yes	
Comments							
Print Name Payton Rogers		Signature 		Date 11/15/2024		Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2024.11.15 10:26:42-06'00'	



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
October 15, 2024

Ashley Halliford
c/o Deerfish Distillery

ashley@deerfishdistilling.com

RE: 757 Government St., Mobile, AL 36602
Parcel #: R022906400010266

To Whom It May Concern:

This is to certify that per the City of Mobile Unified Development Code the above-referenced property is currently zoned T-5.1, Mixed Use - Medium Intensity, and as such may be used for any conforming use subject to compliance with all municipal codes and ordinances. The proposed use as a Distillery/Brew-Pub is permitted by right.

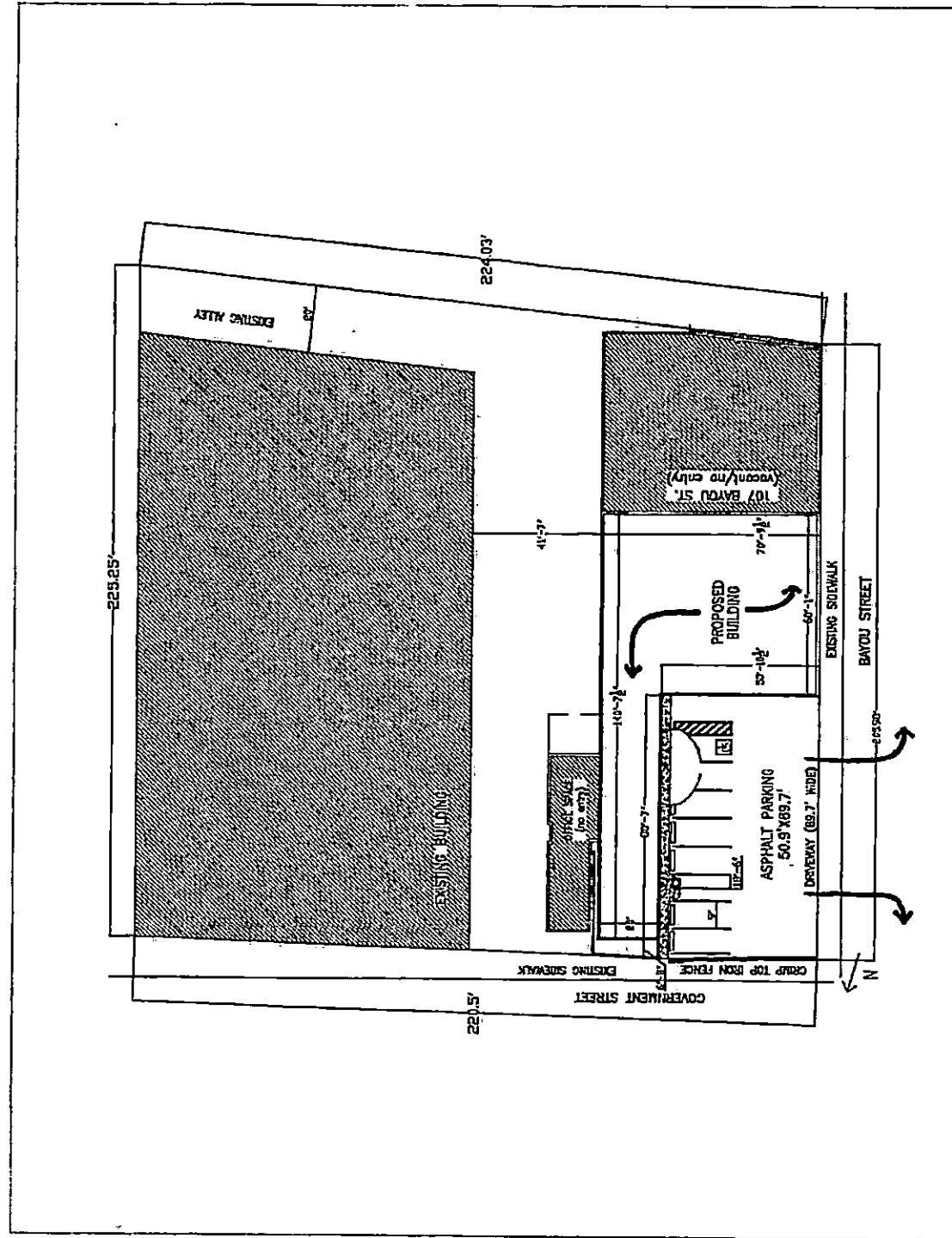
Should you have any other questions or concerns please don't hesitate to reach out.

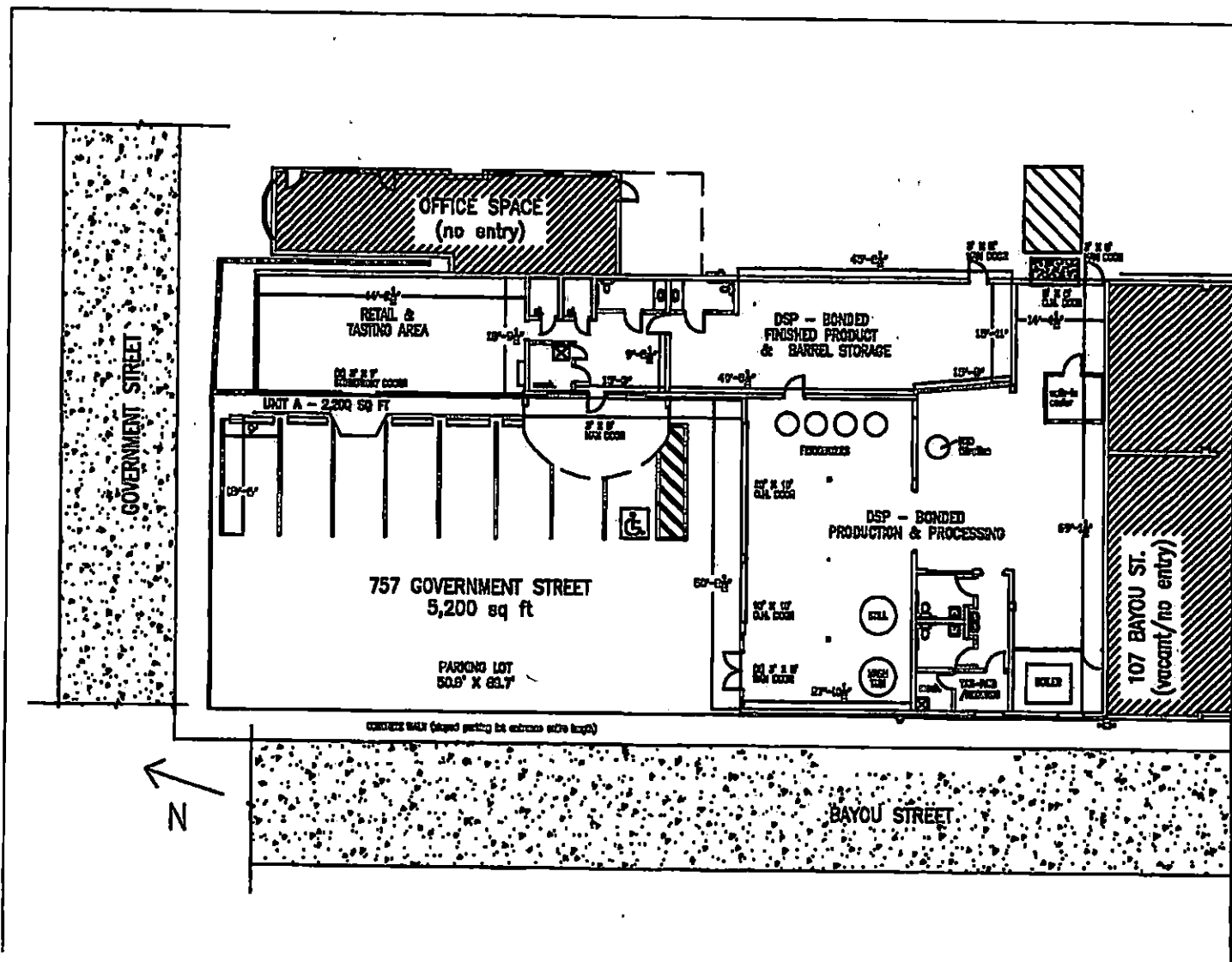
Sincerely,

A handwritten signature in black ink, appearing to read "Payton W. Rogers".

Payton W. Rogers, Planner II

BUILD MOBILE





R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License

Submitted by: Jay Hanuman 2024, LLC

Location: First Stop
1275 Springhill Avenue
Mobile, AL 36604

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	LISA C. LAMBERT Council Agenda Date
10/23/2024	TRANSFER - OWNERSHIP	2024 - 5698	129864	2	December 3, 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

JAY HANUMAN 2024 LLC

Trade Name (DBA)

FIRST STOP

Location Address

1275 SPRINGHILL AVENUE STE A

City, State, Zip Code

MOBILE AL 36604

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

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/23/2024	TRANSFER - OWNERSHIP	2024 - 5698	129864	2	December 3, 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

JAY HANUMAN 2024 LLC

Trade Name (DBA)

FIRST STOP

Location Address

1275 SPRINGHILL AVENUE STE A

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 19, 2024

Re: Alcoholic Beverage License Application No. 5698
JAY HANUMAN 2024 LLC
D/B/A: First Stop
1275 Springhill Ave Ste A
Mobile, AL 36604
Pinal Patel, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

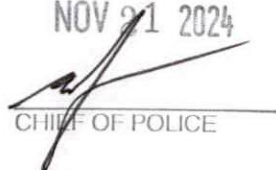
This is a transfer-ownership application for a business that is named JAY HANUMAN 2024 LLC. This liquor license is being transferred from the previous business named SAI DARSHAN LLC. Jay Hanuman LLC will be conducting business at Springhill Five Point Discount Package and Tobacco, which will be located at 1275 Springhill Ave. The City of Mobile Revenue Department has advised their business license is current and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

NOV 21 2024

CHIEF OF POLICE



MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: November 19, 2024

Re: Alcoholic Beverage License Application No. 5698
JAY HANUMAN 2024 LLC
D/B/A: First Stop
1275 Springhill Ave Ste A
Mobile, AL 36604
Pinal Patel, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a transfer-ownership application for a business named First Stop. The City of Mobile Revenue Department advised all taxes have been reported and paid for JAY HANUMAN 2024 LLC and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: November 18, 2024

Re: Application # 5697 / 1275 Spring Hill Ave. Ste. C.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5697 DATE 12/5/2024

APPLICANT JAY HANUMAN 2024 LLC

LOCATION 1275 SPINGHILL AVE STE C

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

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
10/23/2024	TRANSFER - OWNERSHIP	2024 - 5698	129864	2	December 3, 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

JAY HANUMAN 2024 LLC

Trade Name (DBA)

FIRST STOP

Location Address

1275 SPRINGHILL AVENUE STE A

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
RAJ BHAVSAR	MANAGER	NO		FIRSTSTOPFIRST@GMAIL.COM

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

What is/was the start date of this business? 06/28/2024

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 10/23/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5698	License Account # 129864	Council District 2	Council Agenda Date November 5, 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 JAY HANUMAN 2024 LLC			Trade Name (DBA) FIRST STOP		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 04/16/2024	SOS Entity ID 001-131-637	State AL	County MOBILE
Federal Tax ID (FEIN) 99-2529176	Alabama State Sales Tax ID R012189574	Business Phone Number			
Physical Address (Street Address, Suite #) 1275 SPRINGHILL AVENUE STE A		City MOBILE	State AL	Zip Code 36604	
Mailing Address (Street Address, Suite #, PO Box) 1275 SPRINGHILL AVENUE STE A		City MOBILE	State AL	Zip Code 36604	
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 RAJ BHAVSAR	Title MANAGER	POA NO	Phone -----	Email FIRSTSTOPFIRST@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SAI DARSHAN LLC			Trade Name (DBA) FIRST STOP		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 010706349	Any ABC Pending Actions NO		
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 SAME AS APPLICANT			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 2,500	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
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? YES					

ABC Application 1

Applicant/POA Initials PP

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) PATEL, PINAL			Title OWNER		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)			City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	JAY SIYARAM 2024 INC	QUICK PICK	2311 ST STEPHENS ROAD 36617		
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
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 DP

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

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

PINAL Patel

OWNER

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

10-23-24

Sworn to and subscribed before me this **23rd** 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 17, 2024



FIRST STOP

1275 SPRING HILL AVENUE

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 129864 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u> <u>BILLED</u>	<u>PENALTY</u> <u>DUE</u>	<u>INTEREST</u> <u>DUE</u>	<u>AMOUNT</u> <u>PAID</u>
1900614	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 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 advertizing 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:

JAY HANUMAN 2024 LLC

dba

FIRST STOP

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

1275 SPRINGHILL AVENUE STE A

, 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 **November 5, 2024** for application number **2024 - 5698**

- 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


Revenue Department Representative

Notice of Public Hearing



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003151917144

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
Trade Name: **FIRST STOP** Filing Fee:
Applicant: **JAY HANUMAN 2024 LLC** Transfer Fee: \$100.00
Location Address: 1275 SPRINIGHILL AVE STE A MOBILE, AL 36604
Mailing Address: 1275 SPRINIGHILL AVE STE A MOBILE, AL 36604
County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-131-637

Do you sell Draft Beer?:

Date Incorporated: 04/16/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 04/16/2024

Federal Tax ID: 99-2529176

Alabama State Sales Tax ID: R012189574

Name:	Title:	Date and Place of Birth:	Residence Address:
PINAL PATEL	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PINAL PATEL

Business Phone: 901-230-0326

Fax:

Home Phone: 901-230-0326

Cell Phone: 901-230-0326

E-mail: FIRSTSTOPFIRST@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: FIRST STOP

Applicant: SAI DARSHAN LLC

Previous License Number(s)

License 1: 050-010706349

License 2: 070-010706349



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20241003151917144



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:

SAI DARSHAN LLC
Address: 1274 A SPRINGHILL AVE
MOBILE, AL 36604
Telephone: 251-709-5506

NEW APPLICANT:

JAY HANUMAN 2024 LLC
Address: 1275 SPRINGHILL AVE STE A
MOBILE, AL 36604
Telephone: 901-230-0326

Current License No: 050-010706349
070-010706349

LICENSED PREMISES ADDRESS: 1275 SPRINGHILL AVE STE A MOBILE, AL 36604

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 3 day of October, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: SUSHIL LAMA
Title: MEMBER

Print Name: PINAK Patel
Title: Member

WITNESS: (By ABC Enforcement)
Revised 9/08

[Signature]



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003151917144

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: JAY HANUMAN 2024 LLC 901-230-0326

What is lessors primary business? CONVENIENCE STORE

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

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: 2500 Display Square Footage:

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003151917144

Initial each

PP

In reference to law violations, I attest to the truthfulness of the responses given within the application.

PP

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

PP

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.

PP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

PP

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.

PP

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.

PP

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): PINAL Patel

Signature of Applicant: [Signature]

Notary Name (print):



Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003151917144

Private Clubs / Special Retail / or Special Events 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:

Other Explanations

License Covers: STE A

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE

Is there any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON

251-709-5604



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240921000011432

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 010706349



County: MOBILE Tobacco Business Type: 45 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 09/21/2024

Trade Name: FIRST STOP

Licensee: SAI DARSHAN LLC

Location: 1275 A SPRINGHILL AVE
MOBILE

AL 36604

Mailing Address: 1275 SPRINGHILL AVE
MOBILE

AL 36604

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

104850

Curtis E. Stewart

ADMINISTRATOR



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:

JAY HANUMAN 2024 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): PINAL PATEL

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	
001-131-637	DLL
Date	04/16/2024
Time	16:27:00
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 4 / 16 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 4 : 27 ☐ 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).

4 / 16 / 2024
Date (MM/DD/YYYY)

PINAL PATEL

Signature as required by 10A-5A-2.04

PRESIDENT

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
PINAL PATEL		

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:**

JAY HANUMAN 2024 LLC

**This name reservation is for the exclusive use of PINAL PATEL, 1275
SPRINGHILL AVE, MOBILE, AL 36604 for a period of one year beginning
April 16, 2024 and expiring April 16, 2025**



RES151753

**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.**

April 16, 2024

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: 04-16-2024

Employer Identification Number:
99-2529176

Form: SS-4

Number of this notice: CP 575 G

JAY HANUMAN 2024 LLC
FIRST STOP
% PINAL PATEL SOLE MBR
1275 SPRINGHILL AVE
MOBILE, AL 36604

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 99-2529176. 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.

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.

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.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

JAY HANUMAN 2024 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012189674	07/1/2024	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):

1275 SPRING HILL AVE STE A&C MOBILE AL 36604-2734
1275 SPRING HILL AVE STE B MOBILE AL 36604-2735



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 _____

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 _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

PINAL Patel
Owner of Property (Signature)

PINAL Patel
Applicant Name (Signature)

Paul Patel
Street Address

Paul Patel
Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

Revision Date 10.23.2023

| Application Property Ownership

My Place

City of Mobile Home GIS Data

< 2 of 2 >

[Search for New Address](#)

Information for Address: 1275 Spring Hill Ave

Parcel Owner / Mailing Address:

Alabama Petro Llc
380 Commerce Pkwy Ste A
Rockledge, FL 32955

Parcel Information:

Parcel: R022906400007313.000 / 1669395

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:

4S1W15

Census Tract:

001001

Zipcode:

36604

--- Public Services ---

Garbage Pickup:

(Tuesday East / Route G)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Station 8 Melton)

Police Precinct/Beat:

(Precinct 3 Beat 37)

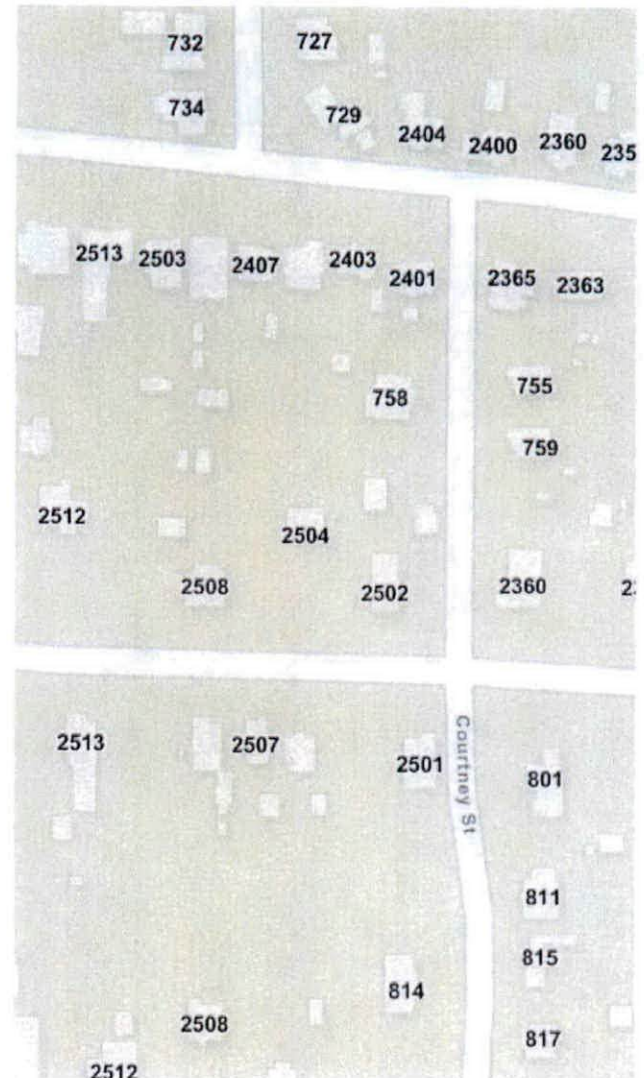
--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:



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: 1669395 For Year 2024

Property Details

Account

Key Number:	1669395
Legal Description:	TH PT OF LOT 1 FIRST STOP S/D MBK 111/116 DESC AS FOLL: BEG AT TH SE COR OF SPRINGHILL AVE & ANN ST TH RUN ELY 154 FT TH RUN SLY 187.53 FT TH RUN WLY 145.50 FT T H RUN NLY 188.75 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007
Parcel Number:	2906400007313XXX
Type:	Real
Property Class:	2

Location

Address:	1275 SPRINGHILL AVE MOBILE, AL 36604-2734
----------	---

Owner

Name:	ALABAMA PETRO LLC
Mailing Address:	

Exemptions:	For privacy reasons not all exemptions are shown online.
-------------	--

Property Values

Improvement Value:	\$545,100
Land Value:	\$85,800
Appraised Value:	\$630,900
Taxable Value:	\$630,900
Assessed Value:	\$126,180

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

JAY HANUMAN 2024 LLC

Trade Name (DBA)

FIRST STOP

Location Address

1275 SPRINGHILL AVENUE STE A

Zip Code

36604

Application Number

2024 - 5698

Notice Post Date @ Location

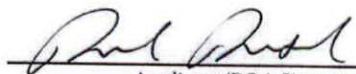
10/23/2024

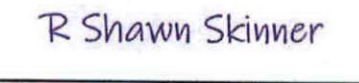
That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 5, 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


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.



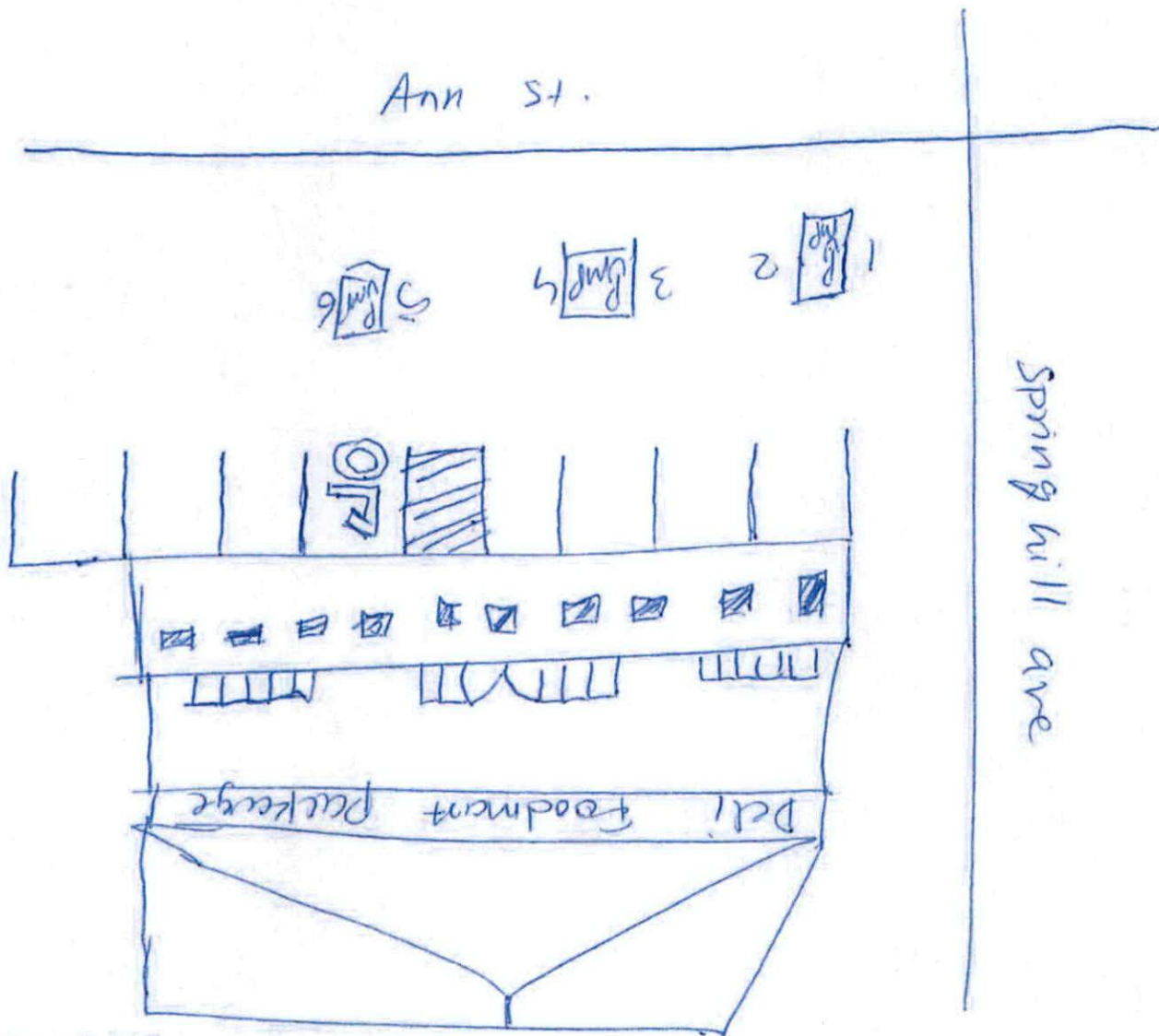
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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 JAY HANUMAN 2024 LLC				Trade Name (DBA) First Stop			
Company Physical Address (Street Address, Suite #) 1275 Springhill Ave				City Mobile	State AL	Zip Code 36604	
Business Contact Person Information							
Name DINAL PATEL		Title OWNER	Phone 901-230-0326	Email Firststopfirst@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 2500	Parking Provided 17	Parking Required 9	Compliance yes	Zoning B-3	Approved yes		
Comments							
Print Name Payton Rogers		Signature 		Date 10/16/2024			

First stop
 1275 Springhill
 Ave mobile
 At 3660h





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-143255-2024

Issue Date: 10/16/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400007313.	1275 Spring Hill Ave	

Business Name	Issued To	Zoning Districts
FIRST STOP	Name: PINAL PATEL Company: Address: 1275 Spring Hill Ave MOBILE, AL 36604 Phone: (901) 230-0326	B-3

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE

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: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Lounge Retail Liquor Class II License
Submitted by: Jay Hanuman 2024, LLC
Location: First Stop
1275 Springhill Avenue
Mobile, AL 36604

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 G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
10/23/2024	TRANSFER - OWNERSHIP	2024 - 5697	130217	2	December 3, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

JAY HANUMAN 2024 LLC

Trade Name (DBA)

SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO

Location Address

1275 SPRINGHILL AVENUE STE C

City, State, Zip Code

MOBILE AL 36604

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

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DISTRICT 5

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DISTRICT 6

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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Trade Name (DBA)

SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO

Location Address

1275 SPRINGHILL AVENUE STE C

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Jonathan Lee
Commander, Special Investigation Section

Date: November 19, 2024

Re: Alcoholic Beverage License Application No. 5697
JAY HANUMAN 2024 LLC
D/B/A: Springhill Five Point Discount Package and Tobacco
1275 Springhill Ave Ste C
Mobile, AL 36604
Pinal Patel, member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a transfer-ownership application for a business that is named JAY HANUMAN 2024 LLC. This liquor license is being transferred from the previous business named SAI DARSHAN LLC. Jay Hanuman LLC will be conducting business at Springhill Five Point Discount Package and Tobacco, which will be located at 1275 Springhill Ave. The City of Mobile Revenue Department has advised their business license is current and all taxes have been reported and paid. The Underage Drinking Coordinator of the Mobile Police Department advised this location is currently in good standing.

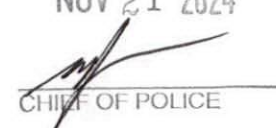
It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

NOV 21 2024


CHIEF OF POLICE



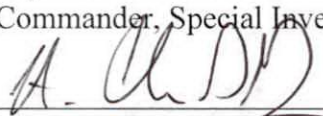
MOBILE POLICE DEPARTMENT



WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Jonathan Lee
Commander, Special Investigation Section

From: 
Lieutenant Charles DeGeer
Commander, Narcotics and Vice Unit

Date: November 19, 2024

Re: Alcoholic Beverage License Application No. 5697
JAY HANUMAN 2024 LLC
D/B/A: Springhill Five Point Discount Package and Tobacco
1275 Springhill Ave Ste C
Mobile, AL 36604
Pinal Patel, member

I have reviewed the attached application submitted to me by Office Assistant Payton Kennedy. Our records show no discrepancies in the information furnished by the applicants.

This is a transfer-ownership application for a business named Springhill Five Point Discount Package and Tobacco. The City of Mobile Revenue Department advised all taxes have been reported and paid for JAY HANUMAN 2024 LLC and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: November 18, 2024

Re: Application # 5698 / 1275 Spring Hill Ave. Ste. A.

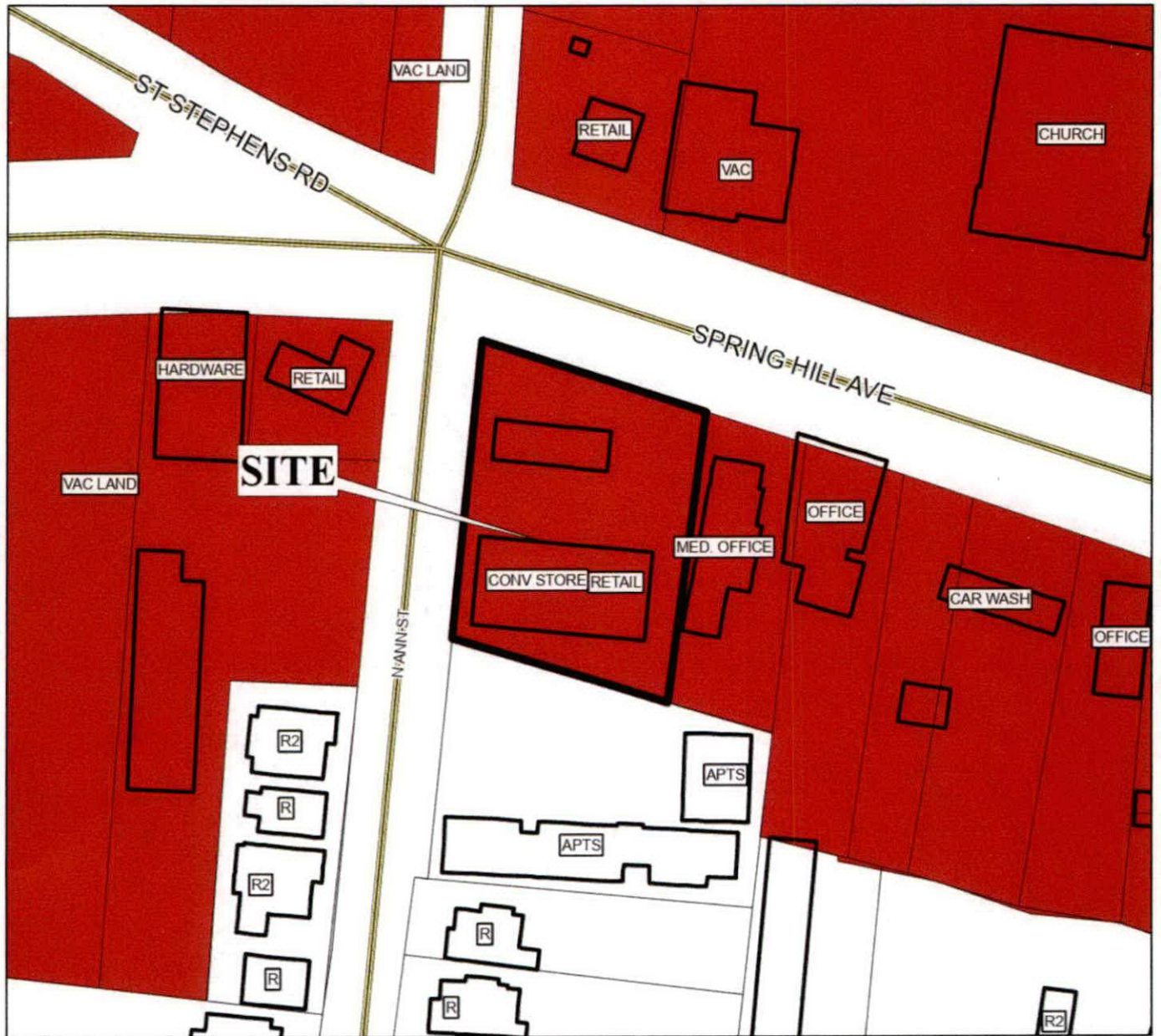
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a convenience store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5698 DATE 12/3/2024

APPLICANT JAY HANUMAN 2024 LLC

LOCATION 1275 SPINGHILL AVE STE A

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

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
10/23/2024	TRANSFER - OWNERSHIP	2024 - 5697	130217	2	December 3, 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)

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

JAY HANUMAN 2024 LLC

Trade Name (DBA)

SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO

Location Address

1275 SPRINGHILL AVENUE STE C

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
RAJ BHAVSAR	MANAGER	NO		FIRSTSTOPFIRST@GMAIL.COM

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

What is/was the start date of this business? 06/28/2024

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 10/23/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5697	License Account # 130217	Council District 2	Council Agenda Date November 5, 2024
License Type Applied for with Alabama ABC Board 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name JAY HANUMAN 2024 LLC			Trade Name (DBA) SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 04/16/2024	SOS Entity ID 001-131-637	State AL	County MOBILE
Federal Tax ID (FEIN) 99-2529176	Alabama State Sales Tax ID R012189574		Business Phone Number		
Physical Address (Street Address, Suite #) 1275 SPRINGHILL AVENUE STE C		City MOBILE	State AL	Zip Code 36604	
Mailing Address (Street Address, Suite #, PO Box) 1275 SPRINGHILL AVENUE STE C		City MOBILE	State AL	Zip Code 36604	
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 RAJ BHAVSAR	Title MANAGER	POA NO	Phone	Email FIRSTSTOPFIRST@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name SAI DARSHAN LLC			Trade Name (DBA) SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO		
ABC License Type 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)		License Number 010791349	Any ABC Pending Actions NO		
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 SAME AS APPLICANT			Property Owner Phone Number	Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box)			City	State	Zip Code
Bldg Square Footage 1,200	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
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? YES					

ABC Application 1

Applicant/POA Initials PP

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)	
PATEL, PINAL		OWNER		AL 8605002	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
5635 TILLMANS CORNER PKWY #A		MOBILE		AL	36619
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
03/18/1980	SURAT GUJARAT INDIA	415-77-6210		(901) 230-0326	
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)		
	JAY SIYARAM 2024 INC	QUICK PICK	2311 ST STEPHENS ROAD 36617		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
N/A					
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)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined?					
NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked?					
NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed?					
YES					

ABC Application 2

Applicant/POA Initials DP

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

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.

PP

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

Pinal Patel

10-23-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

PINAL Patel

OWNER

Sworn to and subscribed before me this **23rd** 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 17, 2024



SPRINGHILL FIVE POINT DISC PACKAGE & TOB

1275 SPRING HILL AVENUE STE C

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 130217 TERRITORY 2

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>
1900607	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 Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

JAY HANUMAN 2024 LLC

dba **SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO**

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

011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

for the premises located at

1275 SPRINGHILL AVENUE STE C

, 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

November 5, 2024 for application number **2024 - 5697**

- 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
Confirmation Number: 20241003153742903



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
SAI DARSHAN LLC
Address: 1275 C SPRINGHILL AVE STE C
MOBILE, AL 36604
Telephone: 251-709-5506

NEW APPLICANT:
JAY HANUMAN 2024 LLC
Address: 1275 SPRINGHILL AVE STE C
MOBILE, AL 36604
Telephone: 901-230-0326

Current License No: 011-010791349

LICENSED PREMISES ADDRESS: 1275 SPRINGHILL AVE STE C MOBILE, AL 36604

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 3 day of October, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: SUSHIL LAMA
Title: MEMBER

Print Name: PINAK PATEL
Title: member

WITNESS: (By ABC Enforcement)
Revised 9/08

Darryl Dusha



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003153742903

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) State: County:

Type License: State: County:

Trade Name: SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO Filing Fee:

Applicant: JAY HANUMAN 2024 LLC Transfer Fee: \$50.00

Location Address: 1275 SPRINGHILL AVE STE C MOBILE, AL 36604

Mailing Address: 1275 SPRINGHILL AVE STE C MOBILE, AL 36604

County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0

Product Type: 03 Type Ownership: LLC

Book, Page, or Document info: 001-131-637

Do you sell Draft Beer?:

Date Incorporated: 04/16/2024 State incorporated: AL County Incorporated: MOBILE

Date of Authority: 04/16/2024

Federal Tax ID: 99-2529176

Alabama State Sales Tax ID: R012189574

Name:	Title:	Date and Place of Birth:	Residence Address:
PINAL PATEL	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: PINAL PATEL

Business Phone: 901-230-0326

Fax:

Home Phone: 901-230-0326

Cell Phone: 901-230-0326

E-mail: FIRSTSTOPFIRST@GMAIL.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO

Applicant: SAI DARSHAN LLC

Previous License Number(s)

License 1: 011-010791349

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003153742903

Initial each

☐ PP
☐ PP

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.

☐ DP

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.

☐ DP

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☐ DP

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.

☐ PP

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.

☐ PP

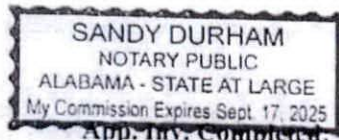
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): PINAL PATEL

Signature of Applicant: *Pinal Patel*

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: 20241003153742903

If applicant is leasing the property, is a copy of the lease agreement attached?

Name of Property owner/lessor and phone number: JAY HANUMAN 2024 LLC 901-230-0326

What is lessors primary business? CONVENIENCE STORE

Is lessor involved in any way with the alcoholic beverage business? YES

Is there any further interest, or connection with, the licensee's business by the lessor? YES

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? YES

Building Dimensions Square Footage: 1200 Display Square Footage: 800

Building seating capacity: 0 Does Licensed premises include a patio area? NO

License Structure: SHOPPING CENTER License covers: OTHER

Number of licenses in the vicinity: 1 Nearest: 1

Nearest school: Nearest church: Nearest residence: 1 blocks

Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241003153742903

Private Clubs / Special Retail / or Special Events 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:

Other Explanations

License Covers: STE C

Is the lessor involved in any way with the alcohol beverage business?:

CONVENIENCE STORE

Is there any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSON



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240921000011432
Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 010791349



County: MOBILE Tobacco Business Type: 45 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 09/21/2024

Trade Name: SPRINGHILL FIVE POINT DISCOUNT PACKAGE & TOBACCO

Licensee: SAI DARSHAN LLC

Location: 1275 C SPRINGHILL AVE
MOBILE

AL 36604

Mailing Address: 1275 SPRINGHILL AVE
MOBILE

AL 36604

011 LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

990 TOBACCO AND ALTERNATIVE NICOTINE
PRODUCTS
Product type: 3

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcbboard.gov click license and find the division contact number that services the county for this license.

104850

Curtis E. Stewart

ADMINISTRATOR

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:

JAY HANUMAN 2024 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): PINAL PATEL

Street (no PO Boxes) address of registered office (must be located in Alabama):

5635 TILLMANS CORNER PKWY # A MOBILE, AL 36619

*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	
001-131-637	DLL
Date	04/16/2024
Time	16:27:00
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 4 / 16 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 4 : 27 ☐ 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).

4 / 16 / 2024
Date (MM/DD/YYYY)

PINAL PATEL

Signature as required by 10A-5A-2.04

PRESIDENT

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
PINAL PATEL		

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:

JAY HANUMAN 2024 LLC

**This name reservation is for the exclusive use of PINAL PATEL, 1275
SPRINGHILL AVE, MOBILE, AL 36604 for a period of one year beginning
April 16, 2024 and expiring April 16, 2025**



RES151753

**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.**

April 16, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

Date of this notice: 04-16-2024

Employer Identification Number:
99-2529176

Form: SS-4

Number of this notice: CP 575 G

JAY HANUMAN 2024 LLC
FIRST STOP
% PINAL PATEL SOLE MBR
1275 SPRINGHILL AVE
MOBILE, AL 36604

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 99-2529176. 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.

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.

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.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

JAY HANUMAN 2024 LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012189674	07/1/2024	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):

1275 SPRING HILL AVE STE A&C MOBILE AL 36604-2734
1275 SPRING HILL AVE STE B MOBILE AL 36604-2735



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 _____

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)

PINAL Patel
Owner of Property (Signature)

PINAL Patel
Applicant Name (Signature)

Street Address

Street Address

City, State, Zip

City, State, Zip

Date Agreement Signed

Date Agreement Signed

My Place

City of Mobile Home GIS Data

< 2 of 2 >

[Search for New Address:](#)

Information for Address: 1275 Spring Hill Ave

Parcel Owner / Mailing Address:

Alabama Petro Llc
380 Commerce Pkwy Ste A
Rockledge, FL 32955

Parcel Information:

Parcel: R022906400007313.000 / 1669395

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:

4S1W15

Census Tract:

001001

Zipcode:

36604

--- Public Services ---

Garbage Pickup:

(Tuesday East / Route G)

Trash Pickup:

(Monday North / 1-TD-10)

Fire District:

(Fire Station 8 Melton)

Police Precinct/Beat:

(Precinct 3 Beat 37)

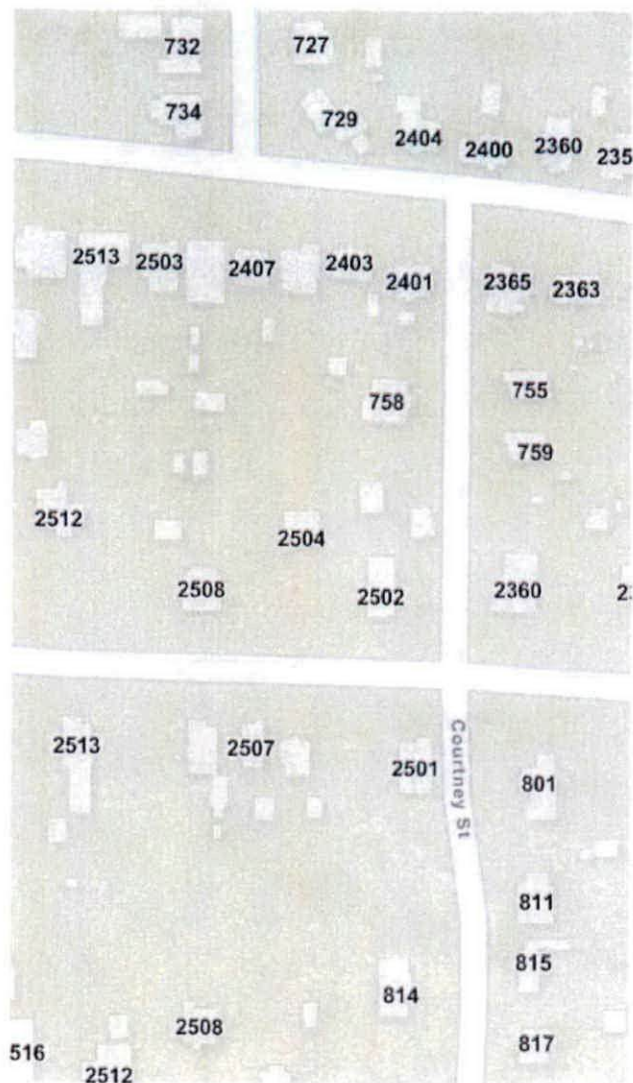
--- Political ---

City Council District:

District: (2)

William Carroll - (251) 208-7441

County Commissioner District:



+

-


[Application Support](#)

Copyright: City of Mobile

2024

Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.

Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not

Mobile County Property Search

Key Number: 1669395 For Year 2024

Property Details

Account

Key Number:	1669395
Legal Description:	TH PT OF LOT 1 FIRST STOP S/D MBK 111/116 DESC AS FOLL: BEG AT TH SE COR OF SPRINGHILL AVE & ANN ST TH RUN ELY 154 FT TH RUN SLY 187.53 FT TH RUN WLY 145.50 FT T H RUN NLY 188.75 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 007
Parcel Number:	2906400007313XXX
Type:	Real
Property Class:	2

Location

Address: 1275 SPRINGHILL AVE MOBILE, AL 36604-2734

Owner

Name: ALABAMA PETRO LLC

Mailing Address:

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$545,100
Land Value:	\$85,800
Appraised Value:	\$630,900
Taxable Value:	\$630,900
Assessed Value:	\$126,180

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)

OII - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)

Legal Business Name

JAY HANUMAN 2024 LLC

Trade Name (DBA)

SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO

Location Address

1275 SPRINGHILL AVENUE STE C

Zip Code

36604

Application Number

2024 - 5697

Notice Post Date @ Location

10/23/2024

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

November 5, 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

A handwritten signature in black ink, appearing to read 'Paul P. ...', written over a horizontal line.

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.

BILL OF SALE AND ASSIGNMENT

KNOW ALL BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as contemplated by that certain Asset Purchase Agreement dated as of the 28th day of June, 2024, (the "Agreement") to which SAI DARSHAN, LLC ("Seller") and JAY HANUMAN 2024 LLC ("Purchaser") are the original parties, Seller hereby sells, grants, bargains, conveys, transfers, assigns, and delivers those Assets described in Schedule A attached hereto and all other assets used in the business and hereby made a part hereof (the "Assets").

Seller hereby represents and warrants to Purchaser that Seller is the owner of the Assets, that the Assets are free and clear of any encumbrances or liens of any type or nature whatsoever, and that Seller has the right to sell, grant, bargain, convey, transfer, assign, and deliver the Assets to Purchaser.

Seller and Purchaser acknowledge and agree that the terms of the Agreement are incorporated herein by this reference, and in the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

[Signatures on following page]

SELLER:
SAI DARSHAN, LLC

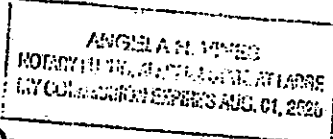
By: [Signature]
Its: Sushil Lama, Its member
Date: 6/28/2024

PURCHASER:
JAY HANUMAN 2024 LLC

By: [Signature]
Its: member
Date: 6/28/2024

STATE OF Alabama }
COUNTY OF Mobile

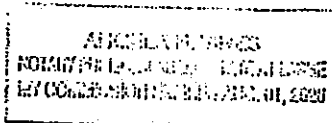
I, the undersigned authority, certify that Sushil Lama came before me this day and acknowledged that he/she is managing member of Sai Darshan, LLC and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its managing member, sealed with its corporate seal, and attested by himself/herself as its managing member.
Witness my hand and official seal, this the 28 day of June, 2024.



[Signature]
NOTARY PUBLIC
My Commission Expires: 08/01/24

STATE OF Alabama }
COUNTY OF Mobile

I, the undersigned authority, certify that Pinal Patel came before me this day and acknowledged that he/she is managing member of JAY HANUMAN 2024 LLC and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its managing member, sealed with its corporate seal, and attested by himself/herself as its managing member.
Witness my hand and official seal, this the 28 day of June, 2024.



[Signature]
NOTARY PUBLIC
My Commission Expires: 08/01/24



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

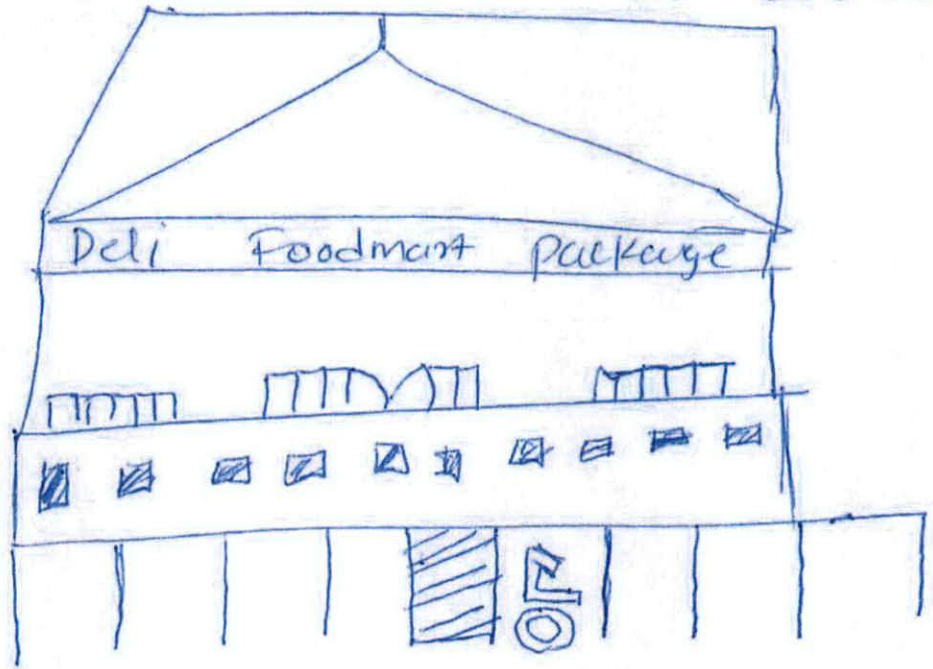
PLANNING & ZONING DEPARTMENT APPROVAL

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 JAY HANUMAN 2024 LLC				Trade Name (DBA) Springhill Five Point Discount Package and Tobacco			
Company Physical Address (Street Address, Suite #) 1275 Springhill Ave				City Mobile	State AL	Zip Code 36604	
Business Contact Person Information							
Name Raj Bhavsar		Title Manager	Phone	Email Firstshopfirst@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1200	Parking Provided 17	Parking Required 9	Compliance yes		Zoning B-3	Approved yes	
Comments							
Print Name Payton Rogers		Signature 			Date 10/16/2024		

First stop
1275 Springhill
Ave mobile
Al 3660h

Springhill ave



1 [PMP] 2 3 [PMP] 4 5 [PMP] 6

Ann St.



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-143258-2024

Issue Date: 10/16/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906400007313.	1275 Spring Hill Ave	

Business Name	Issued To	Zoning Districts
SPRINGHILL FIVE POINT DISCOUNT PACKAGE AND TOBACCO	Name: PINAL PATEL Company: Address: 1275 Spring Hill Ave MOBILE, AL 36604 Phone: (901) 230-0326	B-3

This Zoning Classification Allows the property to be used for:

LIQUOR AND TOBACCO STORE

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: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: November 19, 2024

SUBJECT: Repeat Weed Lien Invoices G-76

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 76. Please place these on the City Council's Agenda for December 3, 2024.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 76					Res. No.	
6/10/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
12/3/2024		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		CONTRACT NUMBER						
			Old SRO	New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	419 Clay Street/0 Clay St	2		39049	10/19/2021	1	\$ 275.00	
2	2717 Elsmore Street	1		39050	8/15/2023	1	\$ 468.00	
3	551 English St	2		39051	12/5/2023	1	\$ 345.00	
4	0 Cohron St	1	37930	39053	8/31/2021	2	\$ 655.00	
	Par. No. (29 07 23 0 002 343.XXX)							
5	404 Morgan Ave	5		39054	8/29/2023	1	\$ 450.00	
6	161 Kennedy St	2		39056	11/15/2022	1	\$ 50.00	CBO
7	0 Kennedy St	2		39058	11/15/2022	1	\$ 50.00	CBO
	Par. No. (29 06 40 0 004 617.XXX)							
8	2450 Dog River Dr N	4	37439	39059	8/2/2023	1	\$ 310.00	
9	2407 Wilson Ave	1	36473	39060	10/5/2021	1	\$ 345.00	
10	0 Sage Ave	1		39061	1/17/2023	1	\$ 50.00	CBO
	Par. No. (29 08 18 3 001 045.002)							
11	401 N Ann St	2	37119	39062	2/24/2023	1	\$ 415.00	
12	257 Rylands St	2		39064	8/16/2022	1	\$ 574.60	
13	809 Chin St	2	37436	39066	8/2/2023	1	\$ 310.00	
14	306 N Ann St	2	37797	39067	1/4/2022	1	\$ -	CBD
15	2652 Carver Ave	1	30368	39068	1/23/2024	1	\$ 310.00	
16	619 Summerville St	1		39069	10/19/2021	1	\$ 345.00	
17	282 Laurel Dr	2		39070	10/19/2021	1	\$ 380.00	
18	266 Oak Dr	2		39071	10/19/2021	1	\$ -	CBD
19	1511 Next St	1		39072	10/19/2021	1	\$ 386.00	
20	3066 Bay Crescent Dr	3	38066	39075	9/20/2022	1	\$ 275.00	
21	1100 Wellington St	1		39076	8/15/2023	1	\$ 401.00	
Total							\$ 6,394.60	
District total for this group		Numbers of lots cut						
1	8			1	7			
2	10			2	6			
3	1			3	1			
4	1			4	1			
5	1			5	1			
6	0			6	0			
7	0			7	0			
	21				16			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Harry Jackson 11-18-24
Marchetta Jarte 11-18-24



MUNICIPAL ENFORCEMENT DEPARTMENT

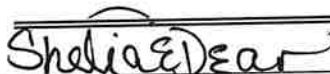
Repeat Lot Cleaning Invoice
November 19, 2024

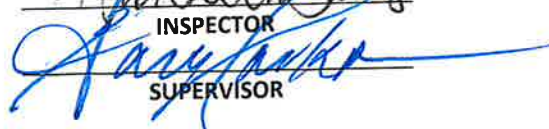
Lot Owner: **PAGE FRANK & DESSIE**
Address: **5712 DEERWOOD DR N**
City, State, Zip: **MOBILE, AL 36618**
Repeat Group Number: **76** Item # **1**

Lot Description: **BEG ON W/S CLAY ST 32.1 FT S OF SW COR DAVIS AVE & CLAY ST TH SLY ALG SD W/S 32.1 FT TH WLY & PAR TO S/S DAVIS 71 FT TH NLY & PAR WITH W/S CLAY ST 32.1 FT TH ELY & PAR WITH S/S DAVIS AVE 71 FT TO POB BEING PT LOTS 9 & 10 CAMP GROUND TRT DBK 99/243 #SEC 40 T4S R1W #MP29 06 40 0 005 (29 06 40 0 005 047.XXX) 419 CLAY ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,020	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: MITCHELL JAMES HENRY

Address: 554 OSAGE ST

City, State, Zip: MOBILE, AL 36617

Repeat Group Number: 76 Item # 2

Lot Description: W 1/2 OF LOTS 10 & 12 BLK B MECHEM & STEINS RESUB OF STEINS ADD TO CRICHTON
DBK 153 P 530 #SEC 23 T4S R2W #MP29 07 23 0 002 (29 07 23 0 002 353.XXX) 2717
ELSMORE ST

Nuisance Date: 6/12/2024

Date lot was cut: 11/8/2024 Contractor: Mr. James Massey

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,942	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		6	\$ 3.00	\$ 18.00
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 468.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **EASTERN SHORE AFFORDABLE HOUSING**
Address: **P.O. BOX 1832**
City, State, Zip: **FAIRHOPE, AL 36533**
Repeat Group Number: **76** Item # **3**

Lot Description: **LOT 1 BLK 6 WOLFF HGTS DBK 112 P 191 #SEC 13 T4S R1W #MP29 06 13 0 003 (29 06 13 0 003 075.XXX) 551 ENGLISH ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,101	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 345.00

Shelia E. Dean

SECRETARY

Marquette Tate

INSPECTOR

Jerry Forks

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 19, 2024

Lot Owner: **POWE SHARON**
Address: **1913 DICKERSON ST**
City, State, Zip: **MOBILE, AL 36610**
Repeat Group Number: **76** Item # **4**

Lot Description: **LOT 13 BLK E MECHEM & STEINS RESUB OF STEINS ADD TO CRICHTON DBK 153/530
#SEC 23 T4S R1W #MP29 07 23 0 002 (29 07 23 0 002 343.XXX) 374 COHRON ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,067	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	40	\$ 7.00	\$ 280.00
Total Project Cost:				\$ 655.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

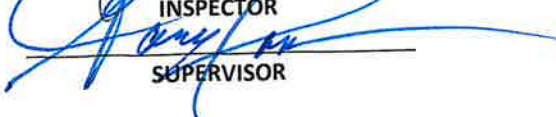
Lot Owner: **PEPPER SETH B**
Address: **2724 MCGREW CT**
City, State, Zip: **MOBILE, AL 36606-2310**
Repeat Group Number: **76** Item # **5**

Lot Description: **LOT 5 BLK 8 GOVT ST HGTS DBK 124 P 219 #SEC 29 T4S R1W #MP29 09 29 1 002 (29 09 29 1 002 062.XXX) 404 MORGAN AVE**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,600	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	25	\$ 7.00	\$ 175.00
Total Project Cost:				\$ 450.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **WILLIAMS DEMETRIUS L**
C/O PETTIES NINYA CIVITA MONIQUE
Address: **8832 KENSTON CT**
City, State, Zip: **MOBILE, AL 36619-4354**
Repeat Group Number: **76** Item # **6**

Lot Description: **PT GRT SEC 40 T4S R1W DESC AS COMG SW COR STATE & KENNEDY STS TH WLY 100 FT (S) TO BEG TH SLY 40 FT TH ELY 100 FT TH SLY 50 FT TH WLY 110 FT TH NLY 90 FT TH ELY 10 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 616.01X) 161 KENNEDY ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	11,686	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean
SECRETARY
Marchetta Joute
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **WILLIAMS DEMETRIUS L**
C/O PETTIES NINYA CIVITA MONIQUE
Address: **8832 KENSTON CT**
City, State, Zip: **MOBILE, AL 36619-4354**
Repeat Group Number: **76** Item # **7**

Lot Description: **BEGIN AT S/W COR OF STATE & KENNEDY ST TH RUN W ALG S/L OF STATE ST 100 FT TO A PT TH RUN SLY 40 FT TO A PT TH ELY 100 FT TO TH W/L OF KENNEDY ST TH RUN N ALG SD W/L 40 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 617.XXX) 0 KENNEDY AVE/163 KENNEDY ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft	28,340	0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice November 19, 2024

Lot Owner: **MITCHELL BERNADETTE**
Address: **2450 DOG RIVER DR N**
City, State, Zip: **MOBILE, AL 36605**
Repeat Group Number: **76** Item # **8**

Lot Description: **LOT 2 GULF MANOR 1ST ADD MBK 8 PG 159 #SEC 36 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 098.XXX) 2450 DOG RIVER DR**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,100	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 310.00

Shelia E Dean
SECRETARY
Marchetta Sauter
INSPECTOR
Jay Parker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **BLUM JOHN WEST JR**
Address: **P. O. BOX 537**
City, State, Zip: **DAPHNE, AL 36526-0537**
Repeat Group Number: **76** Item # **9**

Lot Description: **LOT 1 BLK 5 JACKSON PLACE DBK 85 PG 178 #SEC 23 T4S R1W #MP29 07 23 0 004
(29 07 23 0 004 138.01X) 2407 WILSON AVE**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,058	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		10	\$ 7.00	\$ 70.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 345.00

Shelia E Dean

SECRETARY

Marchetta Jarte

INSPECTOR

Ann Parks

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **WILLIAMS BOB & GAIL LLC,**
C/O WILLIAMS MARK

Address: **8205 FAITHOM RD**

City, State, Zip: **PENSACOLA, FL 32514**

Repeat Group Number: **76** Item # **10**

Lot Description: **LOT 1-A BOB WILLIAMS SUB RESUB OF A PORTION OF LOT 1 MBK 42 PG 77 #SEC 18 T4S**
R1W #MP20 08 18 3 001 (29 08 18 3 001 045.002) 0 SAGE AVE

Nuisance Date: **6/12/2024**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,722	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00



SECRETARY



INSPECTOR



SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **WILLIAMS BOB & GAIL LLC,
A FLORIDA LIMITED LIABILITY**

Address: **500 NAVY COVE BLVD**

City, State, Zip: **GULF BREEZE, FL 32561**

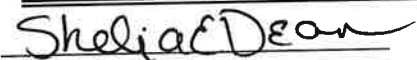
Repeat Group Number: **76** Item # **10**

Lot Description: **LOT 1-A BOB WILLIAMS SUB RESUB OF A PORTION OF LOT 1 MBK 42 PG 77 #SEC 18 T4S
R1W #MP20 08 18 3 001 (29 08 18 3 001 045.002) 0 SAGE AVE**

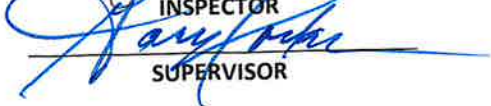
Nuisance Date: **6/12/2024**

Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	9,722	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **TURNER ADDIE**
Address: **4160 WORTHINGTON DR**
City, State, Zip: **NORTH HIGHLAND, CA 95660**
Repeat Group Number: **76** Item # **11**

Lot Description: **COMG AT NW COR OF ANN & LYONS STS & RUN NLY ALG W/L OF ANN ST 50 FT FOR FRONT & EXTENDING BACK WLY WITH EQUAL WIDTH 120 FT FOR DEPTH BEING LOT 3 BLK 75 CAMP GROUND TRT DBK 99/243 #SEC 10 T4S R1W #MP29 06 40 0 006 (29 06 40 0 006 056.XXX) 401 N ANN ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	20	\$ 7.00	\$ 140.00
Total Project Cost:				\$ 415.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

November 19, 2024

Lot Owner: **COAXUM JARRID**
Address: **20 PALMETTO ST**
City, State, Zip: **MOBILE, AL 36603**
Repeat Group Number: **76** Item # **12**

Lot Description: **BEG AT NW COR OF CONGRESS & RYLANDS STS RUN THEN NLY ALG W/L OF RYLANDS ST 179.3 FT(D) 191 FT(S) TO PT THEN WLY AT RT ANG WITH RYLANDS ST 157.81 FT TO PT THEN SLY & PAR WITH RYLANDS ST 40 FT TO PT WHICH IS 120 FT FROM CONGRESS ST THEN ELY & PAR WITH CONGRESS ST 80 FT THEN SLY & PAR WITH RYLANDS ST 120 FT TO N/L OF CONGRESS ST THEN ELY 80 FT TO PL OF BEG & BEING LOTS 1 & 2 LOT 21 IN BLK 6 OF LEXINGTON HGTS DBK 70 PG 126 #SEC 25 T4S R1W #MP29 07 25 0 005 (29 07 25 0 005 015.XXX) 257 RYLANDS ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		16,688	\$ 0.0125	\$ 208.60
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	30	\$ 7.00	\$ 210.00
Total Project Cost:				\$ 574.60

Shelia E Dean
SECRETARY
Marchetta Inute
INSPECTOR
Jay
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **BRYANT VIRGINIA**
C/O SANDRA BRYANT MOSLEY
Address: **5417 SPRING DR**
City, State, Zip: **MOBILE, AL 36693**
Repeat Group Number: **76** Item # **13**

Lot Description: **LOTS 15 & 16 BLK 6 WEST HIGHLANDS DBK 156 PG 478-81 LESS & EXC FOR RD ROW**
#SEC 44 T4S R1W #MP29 02 44 0 004 (29 02 44 0 004 310.XXX) 809 CHIN ST

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,444	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 310.00

Shelia E Dean
SECRETARY
Marchetta Tate
INSPECTOR
James Massey
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **ROCKLAND ACQUISITION LLC**
Address: **1302 WAUGH DR UNIT 955**
City, State, Zip: **HOUSTON, TX 77019**
Repeat Group Number: **76** Item # **15**

Lot Description: **LOT 581 TRINITY GDNS MBK 4 P 195 GRANT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29
02 44 0 009 (29 02 44 0 009 287.XXX) 2652 CARVER AVE**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	8,113	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 310.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **ACCOMMODATION FOR YOUR LLC**
Address: **212 AL JOHSON RD**
City, State, Zip: **ALBERTRA, AL 36720**
Repeat Group Number: **76** Item # **16**

Lot Description: **LOT 5, 1ST UNIT SUMMERLAND HEIGHTS MBK 6 P 429 #SEC 42 T4S R1W #MP29 07 42 0 002 (29 07 42 0 002 109.XXX) 619 SUMMERVILLE ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,931	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	10	\$ 7.00	\$ 70.00
Total Project Cost:				\$ 345.00

Shelia E Dean

SECRETARY

Marshall G. Tate

INSPECTOR

James Massey

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **JONES ROBERTA**
C/O MARGARET STALLWORTH
Address: **195 PINE ST**
City, State, Zip: **CANTONMENT, FL 132533**
Repeat Group Number: **76** Item # **17**

Lot Description: **LOTS 24 & 25 BLK 5 HARTWELL PL MBK 3 PG 315 #SEC 44 T4S R1W #MP29 02 44 0 030**
(29 02 44 0 030 311.XXX) 282 LAUREL DR

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 380.00

Shelia E Dean
SECRETARY
Marchetta Jantz
INSPECTOR
[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**
City, State, Zip: **MONTGOMERY, AL 36132-7210**
Repeat Group Number: **76** Item # **19**

Lot Description: **LOT 11 GULLEY SUB MBK 4/181 #SEC 44 T4S R1W #MP29 02 44 0 008 (29 02 44 0 008 432.XXX) 1511 NEXT ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,933	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		2	\$ 3.00	\$ 6.00
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 386.00

Shelley Dean
SECRETARY
Marabeth Tice
INSPECTOR
James Massey
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice November 19, 2024

Lot Owner: **PCD PROPERTIES LLC**
C/O TIM SMITH

Address: **P. O. BOX 1232**

City, State, Zip: **HURLEY, MS 39555-1232**

Repeat Group Number: **76** Item # **20**

Lot Description: **THAT CERTAIN PCL OF LAND BDED BY LINE BEG AT NE COR OF LOT 32 IN BLK 4 OF RESUB OF BAY DIV OF SHORE ACRES DBK 156/510 TH RUN WLY ALG N/L OF SD LOT DIS OF 160 FT TO PT WHICH IS NW COR OF SD TH RUN SLY ALG W/L OF SD LOT DIS OF 60 FT TO PT TH RUN ELY DIS OF 151.5 FT M/L TO PT ON E/L OF SD LOT WHICH PT IS DIS OF LOT 60 FT S OF NE COR OF SD LOT TH RUN NLY ALG E/L OF SD LOT DIS OF 60 FT TO POB #SEC 40 T5S R1W #MP32 05 40 0 001 (32 05 40 0 001 024.XXX) 3066 BAY CRESCENT DR**

Nuisance Date: **6/12/2024**

Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,766	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 275.00

Shelia E Dean
SECRETARY

Marketha Duke
INSPECTOR

James Massey
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
November 19, 2024

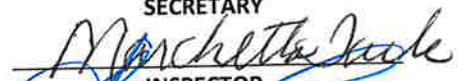
Lot Owner: **REYNOLDS EDW J & OLIVIA**
Address: **10730 HUNTER CIRCLE WEST**
City, State, Zip: **MOBILE, AL 36695**
Repeat Group Number: **76** Item # **21**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date: **6/12/2024**
Date lot was cut: **11/8/2024** Contractor: **Mr. James Massey**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,247	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		7	\$ 3.00	\$ 21.00
Debris Removal	Cubic Yard	15	\$ 7.00	\$ 105.00
Total Project Cost:				\$ 401.00


SECRETARY


INSPECTOR


SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group 76** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$3500.00** to Bay Area Women Coalition, Inc., from District 1 Discretionary Fund (DSC 01 1004020-42080); and*

WHEREAS, *Bay Area Women Coalition, Inc.*, is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Bay Area Women Coalition, Inc., *will be used to assist with the Trinity Gardens Parade on March 8, 2025..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$3500.00** to Bay Area Women Coalition, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$1000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., from District 1 Discretionary Fund (DSC 01 1004020-42080); and*

WHEREAS, *Mobile Alumni Chapter Kappa Alpha Psi, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Alumni Chapter Kappa Alpha Psi, Inc., *will be used to assist with the Annual Meddie Ivory Clark Breakfast with Santa on December 21, 2024..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **\$2000.00** to People United to Advance the Dream, Mobile, Inc., from District 1 Discretionary Fund (DSC 01 10041020-42080); and*

WHEREAS, *People United to Advance the Dream, Mobile, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to People United to Advance the Dream, Mobile, Inc., *will be used to assist with the 35th Annual Dr. Martin Luther King, Jr. Birthday Celebration on Thursday, January 16, 2025, through Monday, January 20, 2025..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2000.00** to People United to Advance the Dream, Mobile, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *Mobile Alumni Chapter Kappa Alpha Psi, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Alumni Chapter Kappa Alpha Psi, Inc., *will be used to assist with the Annual Meddie Ivory Clark Breakfast with Santa on December 21, 2024..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1000.00** to Mobile Alumni Chapter Kappa Alpha Psi, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$2000.00** to People United to Advance the Dream, Mobile, Inc., from District 2 Discretionary Fund (DSC 02 10041020-42080); and*

WHEREAS, *People United to Advance the Dream, Mobile, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to People United to Advance the Dream, Mobile, Inc., *will be used to assst with the 35th Annual Dr. Martin Luther King, Jr. Birthday Celebration on Thursday, January 16, 2025, through Monday, January 20, 2025..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2000.00** to People United to Advance the Dream, Mobile, Inc., for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate **\$2932.89** to Connie Hudson Mobile Regional Community Center Foundation, from District 6 Discretionary Fund (DSC 06 10041020-42080); and*

WHEREAS, *Connie Hudson Mobile Regional Community Center Foundation, is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Connie Hudson Mobile Regional Community Center Foundation, *will be used to assist with the Christmas celebration..*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$2932.89** to Connie Hudson Mobile Regional Community Center Foundation, for the purposes described hereinabove and pursuant to language in the request* serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5212

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CONTRACT #5213

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Crawford-Murphy Park -
Splashpad

CAPITAL PROJECT #: C1000 (20002000-
42200)

CONTRACT AMOUNT: \$39,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-
25

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide
and install new splashpad.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

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: 11/19/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: WAS Design, Inc.

Project Name: CIP Crawford-Murphy Park - Parking Lot and Lighting

Project Number: PR-007-23

&

Project Name: CIP Crawford-Murphy Park - Splashpad

Project Number: PR-006-25

Amount: \$76,725.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Splashpad

CAPITAL PROJECT #: C1000 (20002000-42200)

CONTRACT AMOUNT: \$39,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-006-25

PROJECT DESCRIPTION: Demolition of an existing wading pool and provide and install new splashpad.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Crawford-Murphy Park - Parking Lot and Lighting

CAPITAL PROJECT #: C0787 (20002000-42200)

CONTRACT AMOUNT: \$37,725.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-23

PROJECT DESCRIPTION: Repaving existing parking lots and replace and add new park lighting.

VENDOR NAME: WAS Design, Inc.

VENDOR NUMBER: 293962

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: 11/19/2024



11.18.2024

Dear Council Members:

Attached to this memo is an agreement between the WATKINS ACY STRUNK DESIGN INC and the City of Mobile, for the project titled "Crawford-Murphy Park - Splashpad" in the amount of \$39,000.00.

We look forward to continued communication on this important project. Please call me at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2025
District:	



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year _____
(In words, indicate day, month and 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

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

WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
City of Mobile Business License No.: 103968
Secretary of State Registration No.: 000-243-428

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

Crawford-Murphy Park - Parking Lot and Lighting
351 South Ann Street
Mobile, Alabama 36604
PR-007-23
Scope: Provide parking improvements to both parking lots and make improvements to existing search lighting.

Crawford-Murphy Park - Splashpad
351 South Ann Street
Mobile, Alabama 36604
PR-006-25
Scope: Demolish existing wading pool and provide and install new splashpad.

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:

(1315779160)

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. and in Exhibit A, Proposal for Architectural Services for: Crawford-Murphy Park - Parking Lot and Security Lighting & Crawford-Murphy Park - Splashpad and in Exhibit 1, Insurance Requirements.

(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 the consultant's fee proposals both dated 10/21/2024 & 10/21/2024, 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.)

Design related services for the improvements at Crawford-Murphy Park.

§ 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 at Crawford-Murphy Park - Parking Lot and Security Lighting is Three Hundred Eighty-Five Thousand and 00/100 Dollars (\$385,000.00).

The estimated cost of construction at Crawford-Murphy Park - Splashpad is Four Hundred Thousand and 00/100 Dollars (\$400,000.00).

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Thirty percent (30%), sixty percent (60%), and ninety percent (90%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed

.3 Substantial Completion date or dates:

Within One Hundred Fifty (150) days from the Notice to Proceed.

.4 Other milestone dates:

N/A

§ 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, REAM
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 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.)

N/A

§ 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:

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TBD

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address, and other contact information.)

James Crowe, PLA
WAS Design, Inc.
218 North Alston Street
Foley, Alabama 36535
jcrowe@was-design.com
251-344-402

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Architect:

N/A

(Paragraphs deleted)

.2 Electrical Engineer:

N/A

.3 Surveyor:

N/A

(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

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(1315779160)

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

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 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	N/A
§ 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	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 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	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 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	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 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	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 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.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

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(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 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 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 (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

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- .4 One (1) 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:

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

.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 - PR-007-23 - Crawford-Murphy Park - Parking Lot and Lighting
(Insert amount)

A. Schematic Design:	\$4,909.00
B. Design Development:	\$13,908.00
C. Construction Documents:	\$6,545.00
D. Bid/Negotiation Assistance:	\$818.00
E. Construction Observation:	\$6,545.00

Reimbursements:

A. Land Disturbance Permit:	\$5,000.00
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Total Project Amount: \$37,725.00

Stipulated Sum - PR-006-25 - Crawford-Murphy Park - Splashpad

(Insert amount)

A. Schematic Design:	\$5,100.00
B. Design Development:	\$14,450.00
C. Construction Documents:	\$6,800.00
D. Bid/Negotiation Assistance:	\$850.00
E. Construction Observation:	\$6,800.00

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Reimbursements:

A. Land Disturbance Permit: \$5,000.00

Total Project Amount: \$39,000.00

A. Total Contract Amount: (not to exceed) \$76,725.00

.2 Percentage Basis

(Insert percentage value)

N/A

.3 Other

(Describe the method of compensation)

§ 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.)

§ 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.)

§ 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	fifteen	percent (15 %)
Design Development Phase	forty-three	percent (43 %)
Construction Documents Phase	twenty	percent (20 %)
Procurement Phase	twenty	percent (20 %)
Construction Phase	twenty	percent (20 %)

Total Basic Compensation	one hundred	percent (100 %)
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§ 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

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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.)*

See Exhibit A

Employee or Category	Rate (\$0.00)
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§ 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:

(Paragraphs deleted)

.1 Printing, reproductions.

§ 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

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 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. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 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. Proposal for Architectural Services, Exhibit A
 - b. Insurance Requirements, Exhibit 1
 - c. Architect's E-Verify Documentation
 - d. Architect's Subcontracting Plan for Disadvantaged Business Enterprises, Exhibits 3A, 3B, 3C, & 3D
- .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 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:

WAS Design, Inc.

OWNER (Signature)

ARCHITECT (Signature)

William S. Stimpson, Mayor

(Printed name and title)

James Crowe, PLA

(Printed name, title, and license number, if required)

ATTEST:

City Clerk

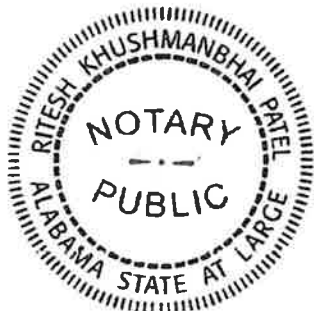
STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared **James Crowe** as **Principal Landscape Architect** of **WAS Design, Inc.** and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Authorization.
Sworn to and subscribed for me this 31 day of October, 2024.

Ritesh Khushmanbhai Patel
NOTARY PUBLIC

My Commission Expires: May 15, 2027



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User Notes:

(1315779160)

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10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
P.O. Box 1827
Mobile, AL 36633

**Re: Crawford Murphy Park Site Improvements
Mobile-AL**

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Crawford-Murphy Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Crawford-Murphy Park-Site Improvements

Mobile, Alabama
Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES

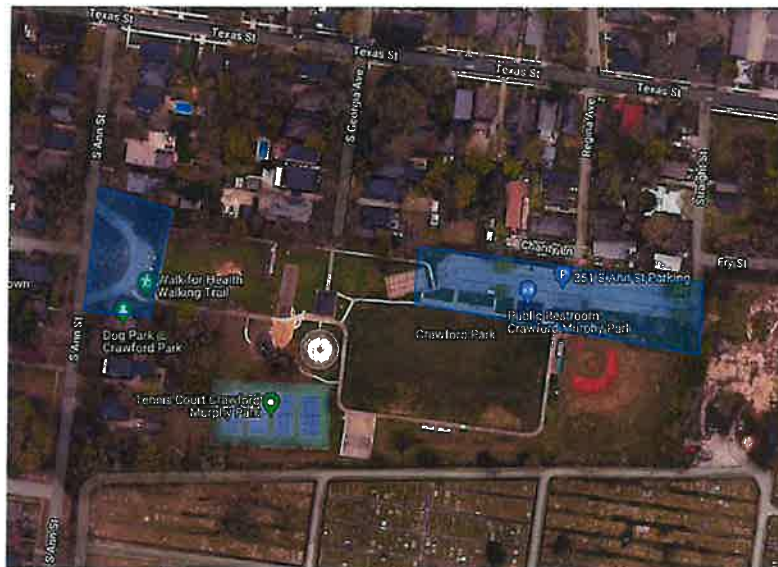


Figure 1: Project work area, Crawford Murphy Park- Mobile

WAS Design, Inc.
Landscape Architecture Land Planning Placemaking

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

We understand the Construction Budget for this project is \$385,000.00

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Parking Improvements Plan**
2. **Dog Park and Parking Security Lighting Plan**
3. **Conceptual Grading and Drainage Plan**
4. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Electrical-Lighting Plans**
9. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
10. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;
7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
2. **Periodic site visits and/or construction-related meetings** One (1) meeting per week maximum of twenty-seven (27) for the stipulated 180 calendar day work period, as construction progress warrants, to observe construction of scope elements. Recommended site visit assistance include but are not limited to:
 - a. Pre-Construction Conference after award of bid (on-site) with General Contractor
 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section F.
5. Approved increase in scope and cost of project exceeding \$200,000.00

III. AGREEMENT QUALIFICATIONS

A. Assumptions

The client or design team members shall provide to WAS Design the following information or services as required for performance of the work. WAS Design assumes no responsibility for the accuracy of such information or services, and shall not be liable for errors or omissions therein. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services. In order to begin work, we may require the following information:

1. Boundary & topographic survey w/as-built elements
2. Proposed design work from other disciplines

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

1. Building Architecture
2. Value Engineering
3. Geotechnical Engineering other than what is specified
4. Site Survey

C. Definitions/Abbreviations

The following definitions are provided to give clear understanding of terms that may be used to describe Scopes of Work within Tasks listed throughout this agreement.

Term	Definition
Attend	WAS Design will be present at meetings and hearings as described in the task item
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item
AHJ	Authorities-having-jurisdiction
HNTE	Hourly rates, not to exceed

IV TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
2. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed at cost plus 10%. Mileage will be reimbursed at the Federal Government allowable rate on trips that result in a round trip of over 30 miles.
3. Client agrees to pay all invoiced fees and costs within 30 days of receipt of invoice.
4. Payment will not be subject to AHJ approval of the project and/or the cash flow status of the project.
5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services -WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

A. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

B. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

<i>Item</i>	<i>Scope of service phase</i>	<i>Amount &</i>	<i>Fee type</i>
A	Land Disturbance Permit	\$5,000.00	Reimbursable
B	Schematic Design	\$4,909.000	Fixed fee
C	Design Development	\$13,908.000	Fixed fee
D	Construction Documents	\$6,545.00	Fixed fee
E	Bid/Negotiation Assistance	\$818.000	Fixed fee
F	Construction Observation	\$6,545.000	Fixed fee
		\$37,725.000	Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
P.O. Box 1827
Mobile, AL 36633

**Re: Crawford Murphy Park Splash Pad
Mobile-AL**

Dear Shannon:

WAS Design, Inc. is pleased to provide a proposal for landscape architectural services for the referenced project.

On the following pages you will find the proposed Scope of Services that WAS Design, Inc. intends to provide for your project. We appreciate the opportunity to submit this proposal to you and look forward to working with you on Crawford-Murphy Park. Once you have had a chance to review the proposal, please contact us with any questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "James Crowe".

James Crowe, PLA
Principal Landscape Architect
Jec

10/21/2024

Shannon McIntyre
Capital Improvement Project Manager
City of Mobile
205 Government St.
Mobile, AL 36602

Crawford-Murphy Park-Splash Pad

Mobile, Alabama

Landscape Architectural Services

I. ROLE AND RESPONSIBILITY

WAS Design's role on this project for the following scope of work is that of **prime consultant** leading the delivery of a design-bid-build civic space redevelopment project. WAS will hire subconsultants as needed to complete the required design and engineering. WAS will provide contract documents for entitlements, bid, and construction under a single prime contract. Within normal limitations to standard of practice by a landscape architect, our role during bid/negotiation and construction is as Owner-advisor, providing assistance to the Owner's project managers in their efforts to assure project quality.

II. SCOPE OF SERVICES



Figure 1: Project work area, Crawford Murphy Park- Mobile

A. Land Disturbance Permit

We will prepare and submit the Land Disturbance Permit Application with drainage calculations and plans to the City of Mobile; application fees are to be waived. We will also provide project surveillance and closeout documents as required by the City of Mobile. We will make periodic site visits during site work and at completion and provide the required certification, documentation, and as built drawings to the City of Mobile.

B. Schematic Design

During this phase, WAS Design, Inc. will perform tasks that will include:

1. Preparation of digital **base plan** including all client-provided site plan data and the project area survey which is to be furnished to us by the City.
2. Preparation of a **concept plan** of the project area to be presented for review and comment. These drawings will consist of desired elements from the client wish list and other necessary provisions to facilitate the optimum design.
3. Attendance at **presentation meeting(s)** to present and discuss work process and product, and listen to client feedback.
4. Cost **opinion** based on Schematic Design drawings.

We understand the Construction Budget for this project is \$400,000.00

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

C. Design Development

Based on the previous phase's approved drawings, we will prepare deliverables for the significant project elements that include:

1. **Splash Pad Plan**
2. **Hardscape/Furnishing/Amenity Plan**
3. **Playground Surfacing Plan**
4. **Conceptual Grading and Drainage Plan**
5. **Cost opinion** based on Design Development drawings.

One design meeting at the Client's office or on-site are included in this phase of the work. Drawings will be approved by Client prior to proceeding with the next phase.

D. Construction Documents

Construction Documents will be based upon the following project scenario: single project with a single phase of construction, one drawing set, design-bid-build project delivery. We will prepare the following deliverables based on the previous phase's approved drawings:

1. **Cover Sheet**
2. **Overall Site Plan**
3. **Demolition Plan**
4. **Hardscape Plan**
5. **Site Grading and Drainage Plan**
6. **Site Details**
7. **Construction Details**
8. **Electrical-Plumbing Plans**
9. **Landscape Plan**
10. **Irrigation Plan**
11. **Project Manual**
 - a. Bid/Procurement Specifications, Divisions 00, as applicable to scope
 - b. General Requirements Specifications, Division 01, as applicable to scope
 - c. Technical Specifications, Divisions 02-49, as applicable to scope
 - d. To be provided in Masterformat 2012 format
12. **Opinion of Probable Budget (OPB)**

One Design review meeting is recommended at the 50% and 95% drawing completion stages. These reviews are considered to be handled via electronic review. Value engineering or changes made due to site plan modifications or after the 95% Construction Document submission will be billed to the Owner as additional services at hourly rates.

E. Bidding/Negotiation Assistance

During the bid process, WAS Design, Inc. will assist the Owner by offering the following services:

1. Assist owner in formulation of qualified bidders list.
2. Respond to contractor's requests for information and issuance of supplemental instructions or addenda as necessary.
3. Participation in one pre-bid conference at project site;
4. Assist owner in evaluation of bids or proposals (via e-mail).
5. Make recommendations on award of Contract(s).
6. Preparation of procurement/bid documents, including coordination, reproduction, and distribution of bidding documents to qualified bidders;

7. Assist in preparation/review of contracts.

F. Construction Observation

Our services during this phase of the Work could include:

1. **Submittal review** of shop drawings, product data and other items required by the Contract Documents. This is for the purpose of checking for conformance with information given and the design concept expressed. *(This task accounts for 20% of the scope effort.)*
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 - b. Pre-installation Conferences w/applicable trades/sub-contractors (on-site)
 - c. Periodic progress reviews (on-site)
 - d. Testing of systems (on-site)
 - e. Substantial completion
 - f. Final acceptance
 - g. End of one-year warranty period
3. **Preparation of site visit reports** to keep the Owner informed of the progress of the Work;
4. Review and certification of Contractor's Applications for payment, if requested.

G. Additional Services

The following services are not included in this basic scope of service stated above but shall be provided by the landscape architect, if requested in writing by the City of Mobile, and shall be billed separately in accordance with the hourly rate schedule or negotiated fee.

1. Any extensive revisions or redesigns when revision requests are inconsistent with instructions previously given, concepts originally agreed upon, or additions to the scope of work.
2. Services to make measured drawings and investigate existing conditions and to verify accuracy of information furnished by the owner.
3. Soil testing including test borings, subsoil conditions, reports and recommendations other than specified in the scope of services.
4. Required Construction Observation at no fault of the Landscape Architect, beyond what is detailed in Section F.

- 5. Approved increase in scope and cost of project exceeding \$400,000.00

III. **AGREEMENT QUALIFICATIONS**

A. **Assumptions**

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- 1. Boundary & topographic survey w/as-built elements
- 2. Proposed design work from other disciplines

B. **Exclusions**

All specific deliverables for this project are identified within the Scope of Work portion of this agreement and are noted in bold letters. The following information is not a part of the agreement and would be proposed under a separate agreement if required. Should WAS Design be required to provide services in obtaining or coordinating compilation of this information, such services shall be billed as Additional Services.

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- 4. Site Survey

C. **Definitions/Abbreviations**

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Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by WAS Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents, and products generated by WAS Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by WAS Design
Provide	Plans, documents, and products made available by WAS Design
Minor Revisions	Revisions requiring less than 25% of the original time spent on a drawing, document, or total task item

AHJ	Authorities-having-jurisdiction
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IV TERMS AND CONDITIONS

A. Standard Terms

1. WAS Design will invoice work on a monthly basis based on work completed.
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5. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
6. Upon the parties signing/acceptance of this Agreement, WAS grants Client a nonexclusive license to use WAS' documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by WAS, including but not limited to, drawings and specifications, are the property of WAS. These documents shall not be reused on other projects without WAS' written permission. WAS retains all rights, including copyrights, in its documents. Client or others cannot use WAS' documents to complete this Project with others unless WAS is found to have materially breached this Agreement.

B. Specific Terms

1. Written or verbal request to perform tasks or written acceptance of documents constitutes acceptance to the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
2. Approval of Services/Changes to Approved Services –WAS shall proceed with a phase, part of phase, or design package of the Scope of Services only after receiving the Client's written or email approval of the Services and deliverables provided in the previous phase and written or email authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.
3. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.

4. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination WAS Design will provide the client all task items billed and paid for and client shall pay all fees and costs for tasks completed to time of termination.

V PRODUCTION AND FEES

A. Coordination and Staffing

WAS Design, Inc. will coordinate the work outlined in this proposal with that of other team consultants. WAS Design, Inc. will attend project meetings as needed, and prepare written comments and supplemental drawings as necessary.

James Crowe will be Principal-in-charge of the project, and Channon Toland will serve as Project Manager, responsible for overall job production and the day-to-day scheduling of the Work. Additional professional, drafting and administrative personnel will be assigned to the project as needed.

B. Fee Schedule/Compensation

We propose to provide the services at the fees/rates described below:

Item	Scope of service phase	Amount & Fee type
A	Land Disturbance Permit	\$5,000.00 Reimbursable
B	Schematic Design	\$5,100.00 Fixed fee
C	Design Development	\$14,450.00 Fixed fee
D	Construction Documents	\$6,800.00 Fixed fee
E	Bid/Negotiation Assistance	\$850.000 Fixed fee
F	Construction Observation	\$6,800.000 Fixed fee
		\$39,000.000 Total

Billings shall occur monthly based upon the percentage of completion of work for each phase.

Standard Hourly Rates

Principal	\$150.00
Landscape Architect I	\$120.00
Staff Designer	\$105.00
Administrative Staff	\$65.00



Company ID Number: 616583

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Watkins Acy Strunk Design, Inc	
Troy Strunk Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	11/12/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Watkins Acy Strunk Design, Inc
Company Facility Address:	218 North Alston Street
	Foley, AL 36535
Company Alternate Address:	218 North Alston Street
	Foley, AL 36535
County or Parish:	BALDWIN
Employer Identification Number:	203397512



Company ID Number: 616583

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Angel Cowan	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	acowan@was-design.com		
Name:	Troy R Strunk	Fax Number:	(251) 981 - 8722
Telephone Number:	(251) 948 - 7181		
E-mail Address:	tstrunk@was-design.com		



Alabama Secretary of State



WAS Design, Inc.	
Entity ID Number	000-243-428
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	08/26/2005
Registered Agent Name	WATKINS, L C
Registered Office Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Registered Office Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Nature of Business	LANDSCAPE ARCHITECTS
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Directors	
Director Name	WATKINS, L CHAD
Director Street Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Director Mailing Address	218 NORTH ALSTON STREET FOLEY, AL 36535
Incorporators	
Incorporator Name	WATKINS, L CHAD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ACY, JARED L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STRUNK, TROY R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	01/22/2019

WAS Design, Inc.	
Director/Manager/Organizer Activity	WATKINS, L CHAD
Transaction Date	01/22/2019
Legal Name Changed From	Watkins Acy Strunk Design, Inc.
Transaction Date	01/22/2019
Principal Office Changed From	GULF SHORES, AL
Transaction Date	01/22/2019
Registered Agent Changed From	WATKINS, L. CHAD 218 NORTH ALSTON STREET FOLEY, AL 36535
Transaction Date	01/28/2019
Agent Mailing Address Changed From	* Added
Transaction Date	01/28/2019
Registered Agent Changed From	WATKINS, L CHAD 1404 WEST 1ST STREET STE 2 GULF SHORES, AL 36542
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/26/2005 Certificate of Formation 8 pgs.
Document Date / Type / Pages	01/28/2019 Registered Agent Change 2 pgs.
Document Date / Type / Pages	01/30/2019 Articles of Amendment 3 pgs.

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[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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 The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111	CONTACT NAME: Kasey Heupel PHONE (A/C, No, Ext): 13037563418 E-MAIL: denver@buckner.com ADDRESS: denver@buckner.com	FAX (A/C, No):
License#: 480397 WASDESI-01	INSURER(S) AFFORDING COVERAGE INSURER A : Everest National Insurance Company	NAIC # 10120
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 354494857**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
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE OF 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 \$ \$
	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					PER STATUTE- ☐ OTHER- ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible 3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Crawford Murphy Park - Parking Lot & Lighting PR-007-23

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
PO 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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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.

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PRODUCER
Ebert Agency, Inc.
222 W Laurel Ave
Foley AL 36535

CONTACT
NAME:PHONE
(A/C, No, Ext): 251-943-2281FAX
(A/C, No): 251-943-3801E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Auto Owners Insurance

18988

INSURER B : Progressive Specialty Ins Co

32786

INSURER C : The Sheffield Fund

INSURER D : ACE AMERICAN INSURANCE COMPANY

22667

INSURER E :

INSURER F :

INSURED
WAS Design Inc
218 North Alston Street
Foley AL 36535

WASDES1-01

COVERAGES

CERTIFICATE NUMBER: 158271357

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	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	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$ 2,000,000 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	600-2024-15773-00 HDOG7146064	1/1/2024 1/1/2024	1/1/2025 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)

CRAWFORD-MURPHY PARK- Parking Lot & Lighting
PR-007-23

Additional Insured

City of Mobile is included as additional insured in respect to the General Liability, Auto and Umbrella. All policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.

Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto, Umbrella and Workers Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/30/2024

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
Ebert Agency, Inc.
222 W Laurel Ave
Foley AL 36535

CONTACT

NAME:

PHONE

(A/C, No, Ext): 251-943-2281

FAX

(A/C, No): 251-943-3801

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Auto Owners Insurance

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INSURER B: Progressive Specialty Ins Co

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INSURER C: The Sheffield Fund

INSURER D: ACE AMERICAN INSURANCE COMPANY

22667

INSURER E:

INSURER F:

INSURED
WAS Design Inc
218 North Alston Street
Foley AL 36535

WASDES1-01

COVERAGES

CERTIFICATE NUMBER: 940811680

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	38951882	8/7/2024	8/7/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	984090424	7/18/2024	7/18/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000	Y	Y	4995188200	8/7/2024	8/7/2025	EACH OCCURRENCE \$2,000,000 AGGREGATE \$
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/A	600-2024-15773-00 HDOG7146064	1/1/2024 1/1/2024	1/1/2025 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)

CRAWFORD-MURPHY PARK- SPLASHPAD

PR-006-25

Additional Insured

City of Mobile is included as additional insured in respect to the General Liability, Auto and Umbrella. All policies except workers compensation, shall be primary and non-contributory with any other insurance force or which may be purchased by additional insured.

Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Auto, Umbrella and Workers Compensation. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Dept
P O Box 1827
Mobile AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/29/2024

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 The Buckner Company of Colorado 6400 S. FIDDLERS GREEN CIRCLE, SUITE 950 Greenwood Village CO 80111		CONTACT NAME: Kasey Heupel PHONE (A/C, No. Ext): 13037563418 E-MAIL ADDRESS: denver@buckner.com FAX (A/C, No.):		
INSURED WAS Design, Inc. 218 N. Alston Foley AL 36535 License#: 480397 WASDESI-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Everest National Insurance Company		10120
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1408890054

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 \$ \$
	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 \$
A	Professional Liability			AAEP000458241	9/20/2024	9/20/2025	General Aggregate Per Claim Deductible 3,000,000 3,000,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Crawford Murphy Park - Splashpad PR-006-25

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Architectural Engineering Department
PO 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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Section I. Information about your company

FORM 1: Background and Plan

Company	WAS DESIGN INC.
Address	256 WACKER LANE NORTH, MOBILE, AL. 36608
Telephone	251-344-4023
E-Mail	info@was-design.com

RFP/RFQ Solicitation Number	PR-006-25 (Spishipad) PR-007-23 (Parking-Security Lighting)
Project Description	CRAWFORD-MURPHY PARK
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 5 Female 2 Minority Non-minority SDVO
Total # of Employees	7

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JAMES E. CROWE
Signature: James E. Crowe Date: 11-6-24
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: JAMES E. CROWE Title: JAMES E. CROWE
Email: jcrowe@was-design.com Phone: 251-344-4023



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company WAB DESIGN INC Your Bid/Proposal Amount \$ 76,725.00 Date: 11-6-24

Name of Bidder/Proposer: JAMES F. CRAWFORD

Description CRAWFORD-MURRAY PARK

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:

WAS DESIGN INC.

Contact Person:

JAMES E. CROWE

Phone

251-344-4023

Email

jcrowe@was-design.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5211

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Springhill Recreation Center - Stage & Classroom Improvements

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: \$256,200.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT

#: _____

PROJECT DESCRIPTION: For existing locker rooms to be renovated into classrooms.

VENDOR NAME: Jpayne Organization LLC

VENDOR NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant

II Date: **11/19/2024**

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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: Jpayne Organization LLC

Project Name: CIP Springhill Recreation Center - Stage & Classroom Improvements

Project Number: PR-087-23

Amount: \$256,200.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Springhill Recreation Center - Stage & Classroom Improvements

CAPITAL PROJECT #: C0785 (20002000-48010)

CONTRACT AMOUNT: \$256,200.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: _____

PROJECT DESCRIPTION: For existing locker rooms to be renovated into classrooms.

VENDOR NAME: Jpayne Organization LLC

VENDOR NUMBER: 294936

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 11/19/2024



11.19.2024

Dear Council Members:

Attached to this memo is an agreement between the JPAYNE ORGANIZATION and the City of Mobile, for the project titled "Springhill Recreation Center - Stage & Classroom Improvements" in the amount of \$256,200.00.

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

Respectfully,

Washington, Jr, Roger

Architectural Engineer
Architectural Engineering
2512087812

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

JPayne Organization LLC
2655 Airport Blvd
Mobile AL 36606
City of Mobile Business License Number:46564
Secretary of State Registration Number: 000-429-657

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

Springhill Recreation Center - Stage & Classroom Improvements
1151 Springhill Ave.
Mobile, AL 36604
Project # PR-087-23
Scope: For the existing locker rooms to be renovated into classrooms.

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

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

Gant Group & Associates, LLC
656 Dauphin Street
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

Init.

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User Notes:

(728911472)

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Ninety (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Fifty-Six Thousand Two Hundred and 00/100 (\$ 256,200.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$246,200.00

Contingency Allowance: \$10,000.00

Total Bid: \$256,200.00

Alternate: (N/A)

Total Contract Sum: \$256,200.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

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

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that JPayne Organization LLC has completed the contract for Springhill Recreation Center Stage & Classroom Improvements – PR-087-23, 1151 Springhill Ave Mobile, Alabama 36604. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

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User Notes:

(728911472)

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

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

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

Joseph Payne
2655 Airport Blvd
Mobile AL 36606
J.Payne@live.com
251-471-0001

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee

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- C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | |
|---|--|
| A. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. Property Damage | \$1,000,000 each occurrence; or |
| C. Bodily Injury and
Property Damage | \$1,000,000 combined single limit |
| D. Damage to Rented Premises | \$1,000,000 each occurrence |
- .6 Such comprehensive policy shall include the following:
- | | |
|--|-------------------|
| A. All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. Subcontractor's Operations. | |
| C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. | |
| E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below | |
| F. Broad Form Property Damage Coverage, including Completed Operations. | |
| G. Personal Injury Liability, with employee's exclusions removed. | |
| H. Explosion and Collapse Hazard: | |
| Included or | X Not Applicable. |
| I. Underground Hazard: | |
| Included or | X Not Applicable. |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | |
|---|--|
| A. Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. Property damage | \$1,000,000 each occurrence; or, |
| C. Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

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

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
GENERAL		
G001	COVER SHEET	July 24, 2024
G002	GENERAL NOTE	July 24, 2024
CODE SUMMARY		
BSC 100	BUILDING CODE SUMMARY	July 24, 2024
ARCHITECTURAL		
AS101	ARCHITECTURAL SITE PLAN	July 24, 2024
AD101	DEMOLITION PLAN	July 24, 2024
LS101	LIFESAFETY PLAN	July 24, 2024
A101	EXISTING PLAN	July 24, 2024
A102	FLOOR PLAN	July 24, 2024
A103	ENLARGED PLANS	July 24, 2024
A105	REFLECTED CEILING PLANS	July 24, 2024
A200	EXISTING ELEVATIONS	July 24, 2024
A300	SECTION	July 24, 2024
A301	SECTION	July 24, 2024
A302	SECTION/DETAILS	July 24, 2024
A501	INTERIOR ELEVATION	July 24, 2024
A600	PARTITION TYPES	July 24, 2024
A601	SCHEDULES NOTES	July 24, 2024
A602	CHAIRLIFT SPECIFICATION	July 24, 2024
STRUCTURAL		
S001	GENERAL NOTES	July 24, 2024
S 100	STRUCTURAL FOUNDATION PLAN	July 24, 2024

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S300	FOUNDATION AND FRAMING SECTIONS	July 24, 2024
MECHANICAL		
M101	HVAC GENERAL NOTES & LEGENDS	July 24, 2024
M201	HVAC PLAN	July 24, 2024
M301	HVAC SCHEDULES & DETAILS	July 24, 2024
ELECTRICAL		
EOO1	ELECTRICAL LEGEND & DETAILS	July 24, 2024
E002	ELECTRICAL SPECIFICATIONS	July 24, 2024
E101	FLOOR PLAN DEMOLITION	July 24, 2024
E201	FLOOR PLAN LIGHTING	July 24, 2024
E301	FLOOR PLAN POWER	July 24, 2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	July 24, 2024
Section 01010	Summary of Work	July 24, 2024
Section 01011	Multiple Contracts and Occupied	July 24, 2024
Section 01210	Allowances	July 24, 2024
Section 01310	Project Management & Co-ordination Construction	July 24, 2024
Section 01320	Progress Documentation	July 24, 2024
Section 01330	Submittal Procedures	July 24, 2024
Section 01635	Substitution Procedures	July 24, 2024
Section 01700	Execution Requirements	July 24, 2024
Section 01731	Cutting and Patching	July 24, 2024
Section 01770	Close out Procedures	July 24, 2024
Section 017839	Project Record Documents	July 24, 2024
Section 017823	Operation and Maintenance Data	July 24, 2024
DIVISION 2	SITework	July 24, 2024
DIVISION 3	CONCRETE	July 24, 2024
DIVISION 4	MASONRY	July 24, 2024
DIVISION 5	METALS	July 24, 2024
DIVISION 6	WOOD AND PLASTIC	July 24, 2024
DIVISION 7	THERMAL AND MOISTURE PROTECTION	July 24, 2024
DIVISION 8	DOORS AND WINDOWS	July 24, 2024
DIVISION 9	FINISHES	July 24, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	August 1, 2024
Addendum 2	August 8, 2024
Addendum 3	August 20, 2024
Addendum 4	August 30, 2024
Addendum 5	September 17, 2024
Addendum 6	September 27, 2024

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

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

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

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

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User Notes:

(728911472)

therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 9.2.7 Non-Agency Clause:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: JPayne Organization LLC

OWNER (Signature)

CONTRACTOR (By Signature)

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

Joseph Payne, Owner
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph Payne as Owner of JPayne Organization LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 11th day of November, 2024.

Angelia D. Jackson
NOTARY PUBLIC
My Commission Expires: 12/27/27

Angelia D Jackson
Notary Public, Alabama State At Large
My Commission Expires 12/27/2027



Init.



AIA[®] Document A312[™] - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

(Name, legal status and principal place
of business)

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

OWNER:

(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

Bond Number: 1001200148

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

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

AIA Document A312-2010 combines
two separate bonds, a Performance
Bond and a Payment Bond, into one
form. This is not a single combined
Performance and Payment Bond

CONSTRUCTION CONTRACT:

Date:

Amount: \$256,200 Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Description:

(Name and location)

Springhill Recreation Center - Stage & Classroom Improvements
Mobile, AL 36633

BOND:

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 16

CONTRACTOR AS PRINCIPAL

Company: JPayne Organization, Inc. (Corporate Seal)

Signature: _____

Name Joseph Payne
and Title: Managing Member

SURETY

Company: American Contractors Indemnity Company (Corporate Seal)

Signature: _____

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

1710 N Douglas Dr, Ste 110 (Architect, Engineer or other party:)
Golden Valley, MN 55422

OWNER'S REPRESENTATIVE:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors,

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default;

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

§ 10 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

FINAL CONTRACT AMOUNTS THAT EXCEED THE ORIGINAL
CONTRACT AMOUNT WILL BE CHARGED AN ADDITIONAL PREMIUM
AND FEE. INCLUDE THESE CHARGES IN YOUR CHANGE ORDERS.

 AIA® Document A312™ - 2010

Bond Number: 1001200148

Payment Bond

CONTRACTOR:

(Name, legal status and address)

JPayne Organization, Inc.
2655 Airport Blvd
Mobile, AL 36606

SURETY:

*(Name, legal status and principal place
of business)*

American Contractors Indemnity Company
801 S. Figueroa St, Suite 700
Los Angeles, CA 90017

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

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

AIA Document A312-2010
combines two separate bonds, a
Performance Bond and a
Payment Bond, into one form.
This is not a single combined
Performance and Payment Bond

OWNER:

(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

CONSTRUCTION CONTRACT:

Date:

Amount: \$ 256,200 Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Description:

(Name and location)

Springhill Recreation Center - Stage & Classroom Improvements
Mobile, AL 36633

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ Two Hundred Fifty Six Thousand, Two Hundred 00/100 Dollars

Modifications to this Bond: ☐ None ☒ See Section 18

CONTRACTOR AS PRINCIPAL

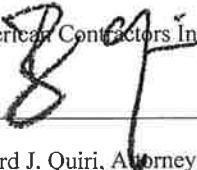
Company: JPayne Organization, Inc. *(Corporate Seal)*

SURETY

Company: American Contractors Indemnity Company *(Corporate Seal)*

Signature: 

Name Joseph Payne
and Title: Managing Member

Signature: 

Name
and Title: Bradford J. Quiri, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER: CCI Surety, Inc.

OWNER'S REPRESENTATIVE:

1710 N Douglas Dr., Ste 110 *(Architect, Engineer or other party:)*
Golden Valley, MN 55422

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change including changes of time to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the Jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

§ 11 Is hereby modified as follows. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related Subcontracts, purchase orders and other obligations. Notwithstanding the terms of the Construction Contract, the sum of the bond stated herein shall not increase without prior written consent of the Surety.

** All obligations of the Surety shall be discharged and released at the end of one year from project acceptance by owner or architect.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Jeremy Crawford, Michael D. Williams, William J. Nemec, Tanya Fukushima, William Gerber,
Bradford J. Quiri, Amanda M. Quigley, or Andrea Haight of Golden Valley, Minnesota

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** ***** Five Million and 00/100 ***** Dollars (**\$5,000,000.00**). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



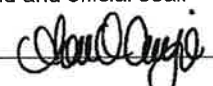
By: 
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 8th day of November, 2024.

Corporate Seals
Bond No. 1001200148
Agency No. 19903 - PDF POA




Kio Lo, Assistant Secretary



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	JPAYNE ORGANIZATION
Address	2655 AIRPORT BLVD MOBILE AL 36606
Telephone	251-471-0001
E-Mail	J.Payne@live.com

RFP/RFQ Solicitation Number	Project # PR-087-21 PR-087-23
Project Description	SPRINGHILL RECREATION CENTER STAGE & CLASSROOM IMPROVEMENTS
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 4 Female 1 Minority 4 Non-minority 1 SDVO
Total # of Employees	5

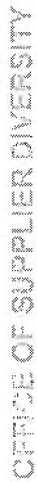
Subcontractor/Major Supplier Plan submitted by:

Printed Name: Joseph Payne
Signature:  Date: 10/8/24
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: Joseph Payne Title: Owner
Email: J.Payne@live.com Phone: 251-471-0001

Subcontractor/Supplier Plan



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company	JPayne Organization	Bid/Proposal Amount \$	242000
----------------------	---------------------	------------------------	--------

Date:

Date	Description	Amount
10/8/24	SPRINGHILL RECREATION CENTER STAGE & CLASSROOM	

Name of Bidder/Proposer: JPayne Organization

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: JPayne Organization

Contact Person: Joseph Payne Phone 251-471-0001 Email J.Payne@live.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 through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(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. _____



JPayne Organizations, LLC	
Entity ID Number	000-429-657
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	01/26/2009
Registered Agent Name	PAYNE, JOSEPH
Registered Office Street Address	5253 HWY 90 B MOBILE, AL 36619
Registered Office Mailing Address	Not Provided
Nature of Business	ACQUIRE/OWN/LEASE/MANAGE/RENT REAL PROPERTY
Members	
Member Name	PAYNE, JOSEPH
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Report Year	2010 2011 2012 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	01/26/2009 Certificate of Formation 2 pgs.

Browse Results

New Search



Company ID Number: 468942
Client Company ID Number: 685566

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

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer jpayne organization

Joseph Payne
Name (Please Type or Print)

Signature

Owner

Title

6/26/13

Date

E-Verify Employer Agent Alabama Department of Homeland Security

Donyelle Marshall

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/26/2013

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: jpayne organization



Company ID Number: 468942
Client Company ID Number: 685566

Company Facility Address: 2655 airport blvd

mobile, AL 36606

County or Parish: MOBILE

Employer Identification
Number: 202394360

North American Industry
Classification Systems
Code: 813

Administrator: Joseph Payne

Number of Employees: 1 to 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2024

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 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 Advanced Insurance Resources, Inc. P. O. Box 9787 Mobile, AL 36691	CONTACT NAME: PHONE (A/C No, Ext): 251-660-0076 FAX (A/C No): 251-660-1594 E-MAIL ADDRESS:																					
INSURED JPayne Organization, LLC 2655 AIRPORT BLVD MOBILE, AL 36606	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>CRC/Evanston Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	CRC/Evanston Ins Co		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR	X	X	3AA821539	09/04/24	09/04/25	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual liability						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						WC STATUTORY LIMITS OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Project Name: Springhill Recreation Center - Stage & Classroom Improvements
Project # PR-087-23

City of Mobile is included as additional insured with respect to general liability this policy shall be primary and non contributory with waiver of subrogation, included 30 day notice of cancellation for non renewal or material change shall apply (except 10 days for non payment) per the blanket additional insured endorsement per written contract

CERTIFICATE HOLDER City of Mobile P O Box 1827 Mobile, Alabama 36633-1827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Richard F Thompson Sr.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

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  STATE FARM INSURANCE STEVE HOLLEY, AGENT 7221 GRELOT RD STE A MOBILE AL 36695	CONTACT NAME: ASHLEY BUTLER PHONE (A/C, No, Ext): 2517767797 FAX (A/C, No): 2517767705 E-MAIL ADDRESS: ASHLEY.BUTLER.M1KU@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 JPAYNE ORGANIZATION, LLC JOSEPH PAYNE 2655 AIRPORT BLVD MOBILE AL 36606	

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.

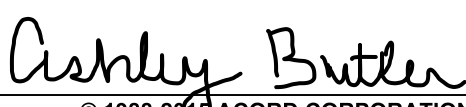
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	225 8175-E20-01C	05/20/2024	11/20/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$ ☒ OCCUR ☐ CLAIMS-MADE	Y	Y	01-BZ-M431-8	04/29/2024	04/29/2025	EACH OCCURRENCE AGGREGATE \$ 2,000,000 \$ 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)

City of Mobile is included as an Additional Insured in respect to 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 Automobile Liability and Umbrella Liability. 30 Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Springhill Recreation Center - Stage & Classroom Improvements Project # PR-087-23

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile PO BOX 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/12/2024

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

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PRODUCER Millsaps Insurance Agency 519 Azalea Road Mobile, AL 36609	CONTACT NAME: Stacy P. Baria, CISR	
	PHONE (A/C, No, Ext): (251)344-0427	FAX (A/C, No): (251)380-0002
	E-MAIL ADDRESS: stacy@millsapsinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Alabama Home Builders Self Insured Fund	
INSURED Joseph Payne DBA: JPayne Organizations, LLC 2655 Airport Blvd. Mobile, AL 36606	INSURER B: Safety National Casualty Corporation	15105
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00010690-698216

REVISION NUMBER: 11

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/A	37211	01/01/2024	12/31/2024	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
B	Work Comp Excess			SP4067497	01/01/2024	12/31/2024	Aggregate 1,000,000

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

Springhill Recreation Center - Stage & Classroom Improvements
Project # PR-087-23

By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file a claim or a lawsuit against City of Mobile.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO 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  (SPB)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 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 Superbetter for one year subscription to Superbetter Hero mental-health game-play software for Public Safety Project Safe Neighborhoods.

Amount of Contract:

\$20,700.00

Funding Source

ADECA Project Safe Neighborhoods FY2023 Grant

ATTACHMENTS:

1. 20241126 Super Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 3 December 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 Superbetter LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Superbetter for one year subscription to Superbetter Hero
mental-health game-play software for Public Safety Project Safe Neighborhoods.
ADECA Project Safe Neighborhoods FY2023 Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,700.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement, bid exempt as software.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>215</u>	2025	(2590) GRANTS MANAGEMENT	ONE YEAR SUBSCRIPTION TO SUPERBETTER HERO MENTAL-HEALTH GAME-PLAY SOFTWARE FOR PUBLIC SAFETY PROJECT SAFE NEIGHBORHOODS (BID EXEMPT AS SOFTWARE)	\$20,700.00	<u>(299451)</u> <u>SUPERBETTER,</u> <u>LLC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 0000215-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
 SUPERBETTER, LLC
 535 DUANE STREET
 FLOOR 1.5

 GLEN ELLYN, IL 60137

 Tel#6307760949

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/CURTIS GRAVES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	299451				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.

PER BID #5912. NO BIDS RECEIVED. QUOTE AWARDED.

THIS SOFTWARE WAS BID. NO BIDS WERE RECEIVED. A COMPARISON WAS MADE TO DETERMINE IF THE PRICE IS FAIR AND REASONABLE WHEN COMPARED TO SIMILAR SOFTWARE. SUPERBETTER WAS DETERMINED TO BE THE SOFTWARE THAT PROVIDED THE MOST OF THE DESIRED FEATURES AT A REASONABLE COST.

001	SOFTWARE APP HERO	600.00	22.50000	13500.00
	ACCOUNTS-COGNITIVE BEHAVIORAL THERAPY (CBT) SOFTWARE WITH AN APP ON IOS AND ANDROID PLATFORMS:	EACH		
	600 APP HERO ACCOUNTS @22.50 EACH			

Additional Description Notes

THIS WILL BE A SOFTWARE AS A SERVICE (SAAS) PRODUCT WITH AN APP. PRODUCT MUST BE COMPLETELY IMPLEMENTED AND AVAILABLE ON OR BEFORE DECEMBER 23, 2024. THE PROJECT MUST BE COMPLETED AND INVOICED NO LATER THAN DECEMBER 31, 2024.

1	5300.30.15.0000.0000.1530.0000.0000.42115.			
	E G-PDPSN23 .SOFTWARE .			13500.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000215-00 FY 2025 Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor SUPERBETTER, LLC 535 DUANE STREET FLOOR 1.5 GLEN ELLYN, IL 60137 Tel#6307760949	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CURTIS GRAVES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	299451				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference KELSI TIPPERY/CURTIS GRAVES Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
002	CBT SOFTWARE FACILITATOR HOST ACCOUNTS-	10.00 EACH	270.00000	2700.00
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-PDSPN23 .SOFTWARE .			2700.00
	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 Delivery Reference KELSI TIPPERY/CURTIS GRAVES Deliver To			

Bill To	Requisition 00000215-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5300.30.15.0000.0000.1530.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3

Vendor
 SUPERBETTER, LLC
 535 DUANE STREET
 FLOOR 1.5

 GLEN ELLYN, IL 60137

 Tel#6307760949

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/CURTIS GRAVES

Deliver To
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 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	299451				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644			
003	CBT SOFTWARE TRAINING/PLANNING SESSION-	1.00 EACH	4500.00000	4500.00
1	5300.30.15.0000.0000.1530.0000.0000.42115. E G-PDPSN23 .SOFTWARE .			4500.00

Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 Delivery Reference
 KELSI TIPPERY/CURTIS GRAVES

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

[Requisition Link](#)

Requisition Total 20700.00

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

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000215-00 FY 2025 Acct No: 5300.30.15.0000.0000.1530.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor SUPERBETTER, LLC 535 DUANE STREET FLOOR 1.5 GLEN ELLYN, IL 60137 Tel#6307760949	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/CURTIS GRAVES
--	--

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	299451				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-PDPSN23 .SOFTWARE .		20700.00	410.00

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

Account	Amount	Remaining Budget
5300.30.15.0000.0000.1530.0000.0000.42115.		
	20700.00	
MISC POLICE GRANTS EXP		SOFTWARE COSTS

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

Activity	Date	Clerk	Comment
Approved	10/03/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/03/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/03/24	SHAUNAGYE SIMMS	
Approved	10/03/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	10/14/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/14/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/14/24	SHAUNAGYE SIMMS	
Approved	10/14/24	RANDY THREADGILL	Auto approved by: 910520990
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
Unknown	10/23/24	DONALD ROSE	
Approved	10/23/24	DONALD ROSE	Approved by: 9105fola
Approved	10/23/24	SANDRA LEWIS	Auto approved by: 910516727
Approved	10/23/24	STEVEN KRONINGER	Auto approved by: 910516727
Approved	10/23/24	SAMANTHA COOLEY	Auto approved by: 910516727



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: December 3, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 09-1182

REVIEWERS:

Lana Gauthier

Lana Gauthier

09-1182

2024

RESOLUTION

Sponsored by Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of \$ 1,344,375.50 be specifically allocated pursuant to Alabama Code Section 11-44C-57 from the Unassigned Fund Balance in the General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) for the following Capital Projects:

C0976 Civic Center New Const & Demo	\$ 1,344,375.50
-------------------------------------	-----------------

Adopted:

City Clerk

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the “Unified Development Code”. The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of January, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 11th day of December, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **5301 Moffett Road**.

The proposed amendment to the Unified Development Code changes the classification of the subject property from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District**. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code. 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

Sponsored by: Councilmember Gina Gregory

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00'' WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00'' EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00'' EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00'' WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00'' WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00'' WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00'' EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21'' EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30'' EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40'' EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 00°-23'-00'' WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **B-2, Neighborhood Business Suburban District**, to **B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Urban District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Urban District** until all of the conditions set forth below have been complied with: **1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

**Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc.,
Agent)
5301 Moffett Road
Council District 7
Gina Gregory**

Notice of Public Hearing for the Proposed Rezoning for
Property Located at 5301 Moffett Road

Pursuant to Resolution of the Mobile, Alabama City Council adopted **December 3, 2024**, a public hearing will be held on the 7th day of **January**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the rezoning for property located at 5301 Moffett Road from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

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

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THAT CERTAIN LOT OF LAND BOUND BY A LINE DESCRIBED AS FOLLOWS, TO WIT; BEGINNING AT A POINT ON THE NORTH LINE OF OVERLOOK ROAD 230 FEET WEST OF THE NORTHWEST INTERSECTION OF OVERLOOK ROAD AND OLD MOFFAT ROAD; THENCE NORTH 89°-27'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE OF 469.44 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE SOUTH 89°-37'-00" EAST, A DISTANCE OF 40 FEET TO A POINT; THENCE NORTH 00°-23'-EAST, A DISTANCE OF 25 FEET TO A POINT; THENCE NORTH 89°-37'-00" WEST, A DISTANCE OF 190 FEET TO A POINT; THENCE SOUTH 00°-23'-00" WEST, A DISTANCE OF 120 FEET TO A POINT ON THE NORTH LINE OF OVERLOOK ROAD; THENCE NORTH 89°-37'-00" WEST, ALONG THE NORTH LINE OF OVERLOOK ROAD, A DISTANCE 30 FEET TO A POINT; THENCE NORTH 00°-23'-00" EAST, A DISTANCE OF 250 FEET TO A POINT; THENCE NORTH 10°-36'-21" EAST, A DISTANCE 398.28 FEET TO THE CENTERLINE OF A 50 FOOT WATER LINE EASEMENT; THENCE NORTH 89°-51'-30" EAST ALONG THE CENTERLINE OF SAID EASEMENT, A DISTANCE OF 147.58 FEET TO THE SOUTH LINE OF MOFFAT ROAD SERVICE ROAD; THENCE SOUTH 41°-02'-40" EAST, ALONG THE SOUTH LINE OF SAID SERVICE ROAD, A DISTANCE OF 1.83 FEET TO THE PC OF A 1507.40 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 552.95 FEET ALONG THE SOUTH LINE OF SAID SERVICE ROAD TO THE NORTHWEST CORNER OF PROPERTY CONVEYED BY OVERLOOK VILLAGE, INC. TO B. CLIFFORD PRINGLE, JR., ET AL, BY DEED DATED SEPTEMBER 12, 1963 AND RECORDED IN REAL PROPERTY BOOK 451, PAGE 326 OF THE RECORDS IN THE OFFICE OF THE PROBATE COURT OF MOBILE COUNTY, ALABAMA; THENCE

RUN SOUTH 00°-23'-00'' WEST, A DISTANCE OF 305.20 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from B-2, Neighborhood Business Suburban District, to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Urban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Urban District until all of the conditions set forth below have been complied with: 1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and 4. Full compliance with all municipal codes and ordinances.

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



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

November 25, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 21, 2024 considered the request of **Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)** for a change in zoning from **B-2, Neighborhood Business Suburban District, B-5, Office Distribution District** for the property located at **5301 Moffett Road**.

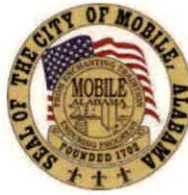
After discussion it was decided to recommend approval of rezoning the property to **B-3, Community Business Suburban District**, to the City Council subject to the following conditions:
1. Completion of the Subdivision process; 2. Compliance with the development provisions of Article 3 of the Unified Development Code; 3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 4. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 22, 2024

Jane Steiner
PMG, LLC
1055 St. Charles Avenue
Suite 701
New Orleans, Louisiana 70130

Re: 5301 Moffett Road
ZON-UDC-003064-2024
Overlook Cargo Connection Subdivision
Jane Steiner, PMG, LLC (Bruce Smith, Cowles Murphy Glover & Associates, Inc., Agent)
District 7
Rezoning from Neighborhood Business Suburban District (B-2) to Office Distribution District (B-5).

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

After discussion, the Planning Commission determined that the following criteria prevail to support rezoning of the property to **B-3, Community Business Suburban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; and
 - (4) Would not cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.

ZON-UDC-003064-2024 5301 Moffett Road
November 22, 2024

G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of rezoning the property to **B-3, Community Business Suburban District**, to the City Council, subject to the following conditions:

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is **\$410.78**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

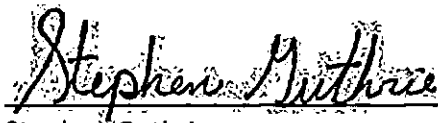
If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:



Stephen Guthrie

Deputy Director of Planning and Zoning



City of Mobile · Planning & Zoning Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	JANE STEINER	BRUCE SMITH
Firm:	PMG LLC	COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

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	Owner	Design Professional
Name:	WALDA BESTHOFF, USUFRUCT	BRUCE SMITH
Firm:		COWLES MURPHY GLOVER & ASSOCIATES
Phone:	1-504-586-2003	1-251-433-1611
Email:	jsteiner@pmgleasing.com	bsmith@cmg-a.com
Address:	1055 ST. CHARLES AVE., SUITE 701 NEW ORLEANS, LA 70130	457 ST MICHAEL STREET, MOBILE, AL 36602

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.
 5301 MOFFETT RD MOBILE, AL 36618 6.87 acres

Property Address R022802034000118.000 Property Area (acres or square feet)

Parcel Number(s) or Key Number(s)
B-2

B-5

Present Zoning or Transect District

Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.
 This requirement applies to any of the following applications:

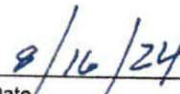
- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☒ Yes ☐ No

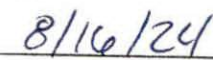
4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information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

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

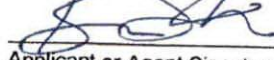

Owner Signature


Date


Applicant or Agent Signature (if applicable)


Date

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


Applicant or Agent Signature


Date

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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|---|
| ☐ Planning Commission Application

☐ Neighborhood Meeting documentation
☐ Boundary Plan | ☐ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|---|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THE SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETSCAPE FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY. ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL QUALITY OF THE NEIGHBORHOOD.

MIXED COMMERCIAL CORRIDOR

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

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B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

2. Describe the surrounding land uses.

THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES. ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITE'S PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

THE NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.



Agenda Item # 10

SUB-003067-2024 & ZON-UDC-003064-2024

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

5301 Moffett Road

Subdivision Name:

Overlook Cargo Connection Subdivision

Applicant / Agent:

Jane Steiner, PMG, LLC / Bruce Smith, Cowles Murphy
Glover & Associates, Inc., Agent

Property Owners:

Walda Besthoff

Current Zoning:

B-2, Neighborhood Business Suburban District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from B-2 to B-5
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with ten (10) conditions; and
2. Rezoning with four (4) conditions.

Report Contents:

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Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	9

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential and commercial units.

APPLICATION NUMBER <u>10</u>	DATE <u>November 21, 2024</u>	 NTS
APPLICANT <u>Overlook Cargo Connection Subdivision</u>		
REQUEST <u>Subdivision, Rezoning from B-2 to B-5</u>		

SITE HISTORY

The site is a metes-and-bounds parcel annexed in 1956 that was under active building development by 1960, prior to current regulations.

A Front Yard Variance was approved by the Board of Zoning Adjustment in September 1984 to allow the relocation of an ATM machine within five (5) feet of the Moffett Road Service Road. An Administrative Planned Unit Development was approved in March 2017 to allow an ATM machine to be constructed within the parking lot.

Most recently, at its October 7, 2024 meeting the Board of Zoning Adjustment approved a Special Exception to allow warehousing over 40,000 square feet in a B-3, Community Business Suburban District. While the rezoning request is for a B-5 classification, in which warehousing over 40,000 square feet is allowed by right, the request for a Special Exception was submitted by the applicant in case the rezoning is approved with a B-3 classification.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide a different line type/width for the proposed subdivision boundary. Every property line on the map shows up the same on a print.
- C. Provide reference, on the map and the description, to a monumented corner.
- D. Provide and label the monument set or found at each subdivision corner.
- E. Show and label the ROW width from the property line to center line.
- F. Provide a written description for the subdivision boundary.
- G. Label the proposed LOT as LOT 1, LOT A, etc.
- H. Revise the plat to label each lot with its size in acres and square feet.
- I. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- J. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- K. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- L. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- M. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- N. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

ALDOT approval will be required for the shown truck entrance from Moffett Road. Driveway number, size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

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

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

Access to the site is from Moffett Road, an ALDOT-maintained Principal Arterial Street requiring a 100-foot-wide right-of-way at this location, and from Overlook Road, a Minor Arterial Street. Variable right-of-way widths are depicted along both Moffett Road and Overlook Road. No additional dedication is required by the Major Street Plan along Overlook Road, and internal map images and parcel data indicate there is sufficient right-of-way along Moffett Road; however, if approved, the plat should be revised to illustrate the minimum existing right-of-way width or a 100-foot right-of-way along Moffett Road (whichever is greater), and the existing right-of-way along Overlook Road.

Double-frontage lots are discouraged by Section 6.C.7. of the Subdivision Regulations, but the property has existed in its current configuration prior to current regulations. As such, a waiver of Section 6.C.7. may be appropriate and will be required for approval of the request.

The lot will meet the minimum size requirement for lots served by public water and sanitary sewer in the B-2 and B-5 zoning districts, as well as in the B-3 zoning district if rezoning of the property is approved with a B-3 classification. The size of the lot is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(f) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved, adjusted for any required dedication.

The lot exceeds the minimum width requirements of Section 6.C.2(b)(4) of the Subdivision Regulations for non-residential lots along both street frontages.

No front yard setbacks are illustrated on the preliminary plat. Section 6.C.8. of the Subdivision Regulations requires the minimum front yard setbacks of the underlying zoning district and sub-district to be illustrated along all streets adjoining the subdivision. As such, if approved, revision of the plat should be required to illustrate a 25-foot front yard setback along both Moffett Road and Overlook Road wherever the lot is at least 60 feet wide, adjusted for any required dedication.

A 30-foot-wide screen planting strip is depicted on the preliminary plat where the site adjoins residential property to the West. If approved, a note should be placed on the Final Plat stating the site shall comply with the protection buffer requirements of Article 3, Section 64-3-8.A.1.(a) of the Unified Development Code wherever the site adjoins residentially zoned or utilized property.

Multiple easements are illustrated on the preliminary plat. If approved, a note should be placed on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder.

Rezoning

The applicant is requesting to rezone the subject site from B-2, Neighborhood Business Suburban District, to B-5, Office Distribution District to facilitate redevelopment of a portion of the site with a warehouse larger than 40,000 square feet. Such a use is not permitted by right in the B-2 zoning district. As mentioned, the Board of Zoning Adjustment approved a Special Exception to allow a warehouse larger than 40,000 square feet in a B-3 zoning district should the request for rezoning be approved with a B-3 classification. A detailed description and justification of the request suggests there are multiple self-storage unit complexes larger than 40,000 square feet

less than a mile from the subject site, and that the proposal will be an improvement to the surrounding neighborhood. The application and supporting documentation are available via the link on Page 1 of this report.

The property is currently developed with 64,100± square feet of commercial building space split between three (3) buildings. The applicant proposes to demolish two (2) of the buildings located near the West property line and redevelop that portion of the site with a 60,000 square-foot warehouse. New landscape islands and site lighting are proposed, and the existing vegetative buffer to the West will be enhanced with a six (6)-foot tall privacy fence.

It should be noted that the proposed redevelopment will result in a building footprint greater than 50% of the existing building footprint. As such, if approved, full compliance with the development standards of Article 3 of the UDC will be required. This includes, but is not limited to:

- the provision of sidewalks along Overlook Road and Moffett Road;
- the provision of on-site pedestrian walkway connections;
- compliance with building design and height variation requirements;
- compliance with tree planting and landscape area requirements;
- the provision of a residential protection buffer where the site abuts residentially zoned or utilized property;
- compliance with parking lot lighting requirements and the provision of a photometric plan;
- the provision of off-street loading facilities; and
- the provision of bicycle parking.

The site abuts properties zoned R-1, Single-Family Residential Suburban District, to the West, which are developed with single-family dwellings. Article 3, Section 64-3-8.A. of the UDC requires a protection buffer wherever the boundary of a commercial building site adjoins an R-1 zoning district. Section 64-3-8.A.2. requires this buffer to be at least ten (10) feet wide and contain both a wall or fence, and a screen planting strip.

Except for the adjacent single-family dwellings, there are a variety of commercial uses within the vicinity of the subject site, including medical offices, gas stations, convenience stores, general office uses, and general retail stores. As the applicant mentions, there are self-storage facilities within the vicinity of the subject site along Moffett Road, but they were developed either by right in a B-3 zoning district, or with Planning Commission Approvals in a B-2 zoning district. Whether this indicates changing conditions in the surrounding area make rezoning of the subject site to B-5 appropriate is for the Planning Commission to decide, but it would seem rezoning to B-3, Community Business Suburban District may be more suitable as it allows for land uses of a lower intensity than those permitted in a B-5 district. Special Exception approval by the Board of Zoning Adjustment may further support that a B-3 classification is more suitable than a B-5 classification for the proposed warehouse use. It should be noted, however, that there do not appear to be any other warehousing or distribution facilities within the immediate vicinity of the subject site.

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

If the Planning Commission considers approving the Subdivision request, a waiver of Section 6.C.7. (for double frontage) will be required and the following conditions could apply:

1. Revision of the plat to illustrate the minimum existing right-of-way and, if less than 100 feet, dedication to provide 50 feet from the centerline of Moffett Road;
2. Revision of the plat to depict the existing right-of-way along Overlook Road;
3. Retention of the lot's size in both square feet and acres on the Final Plat, adjusted for any required dedication;
4. Revision of the plat to illustrate a 25-foot front yard setback along each street frontage where the lot is at least 60 feet wide, adjusted for any required dedication, in compliance with Section 6.C.8. of the Subdivision Regulations, and with Article 2 of the Unified Development Code;
5. Placement of a note on the Final Plat stating the site shall comply with the development provisions of Article 3 of the Unified Development Code;
6. Placement of a note on the Final Plat stating no structures shall be constructed in any easement without permission of the easement holder;
7. Compliance with all Engineering comments noted in this staff report;
8. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
9. Compliance with all Urban Forestry comments noted in this staff report; and,
10. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and

- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

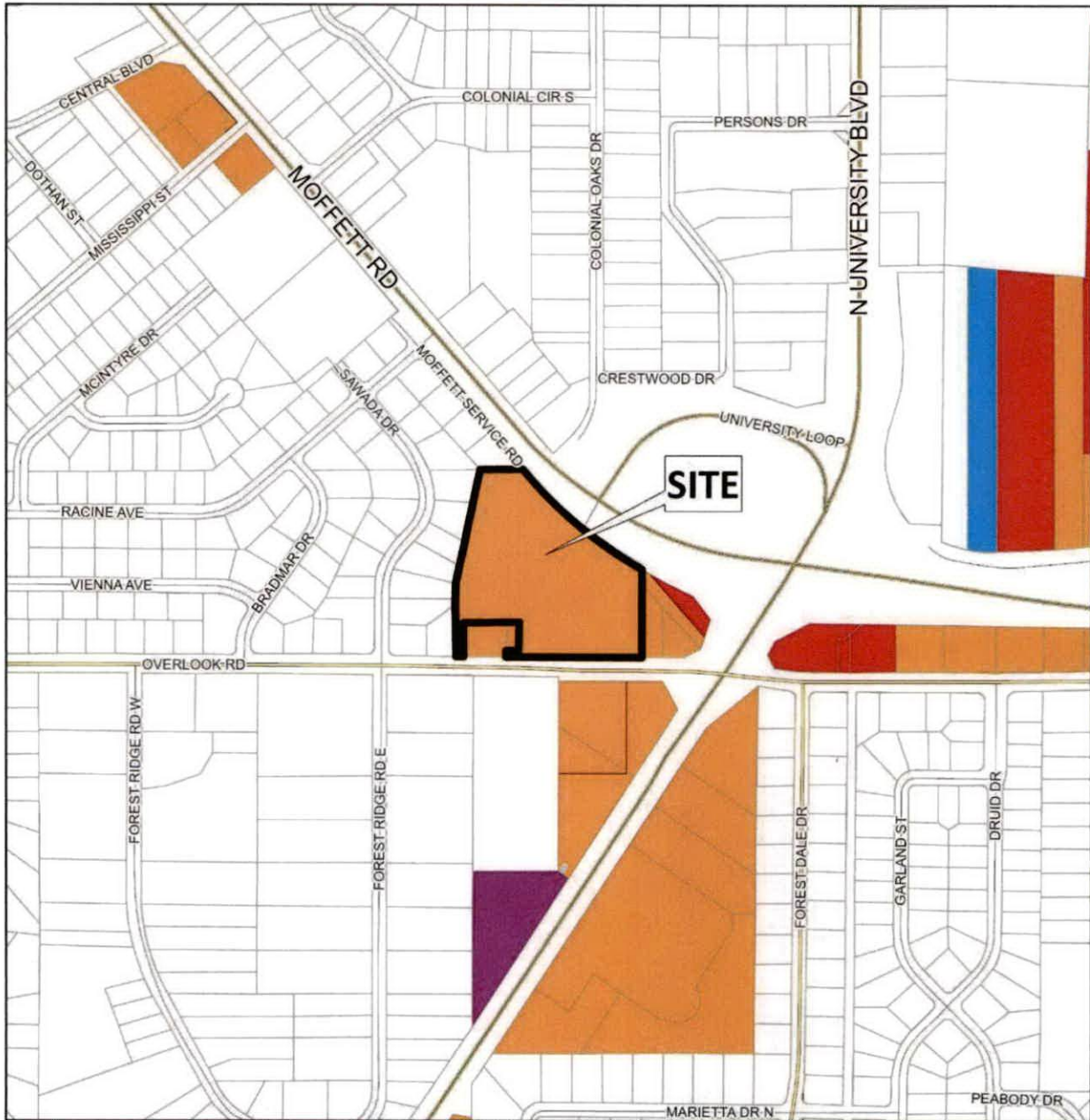
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Completion of the Subdivision process;
2. Compliance with the development provisions of Article 3 of the Unified Development Code;
3. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
4. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



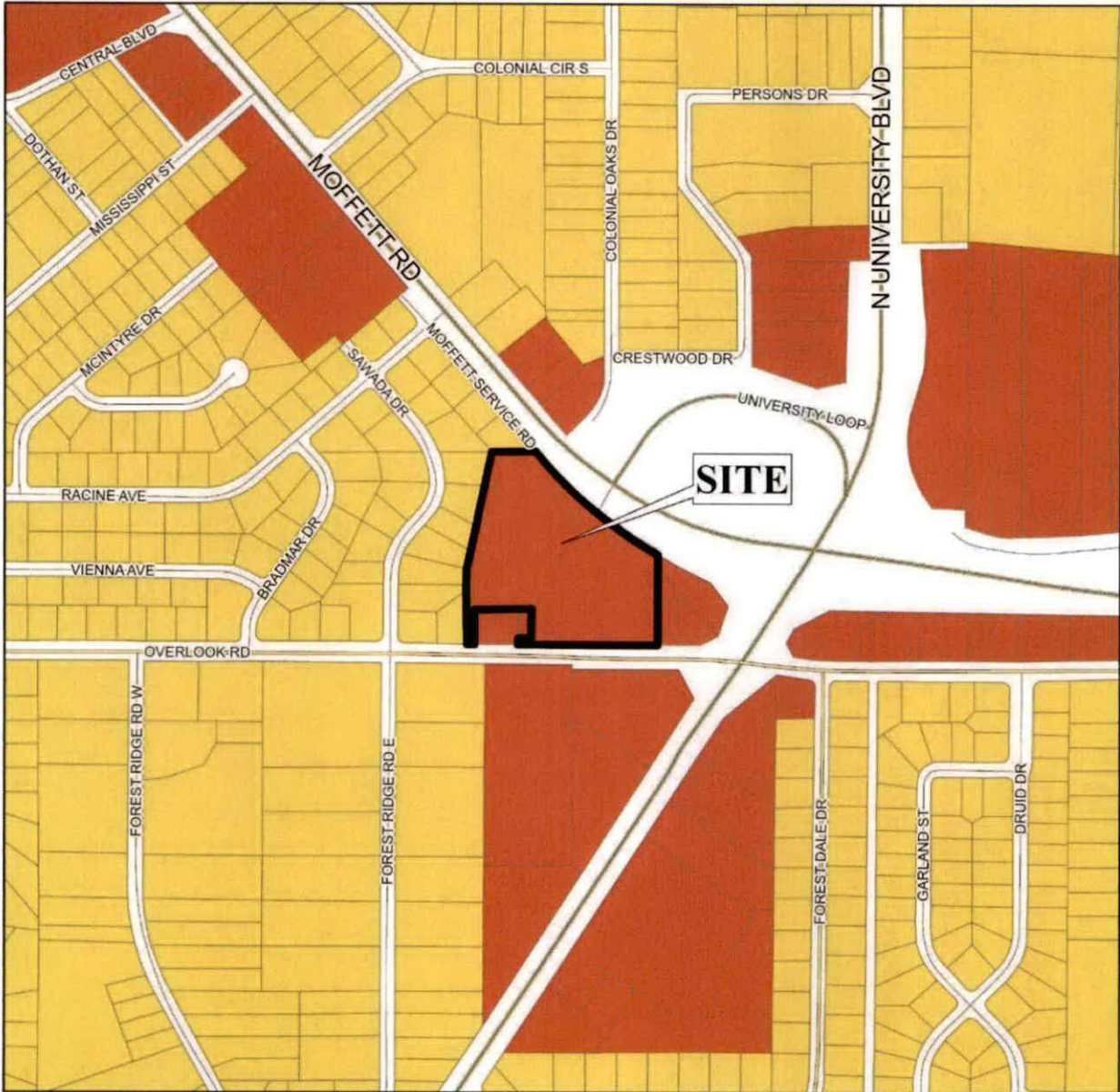
APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5

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



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential and commercial units.

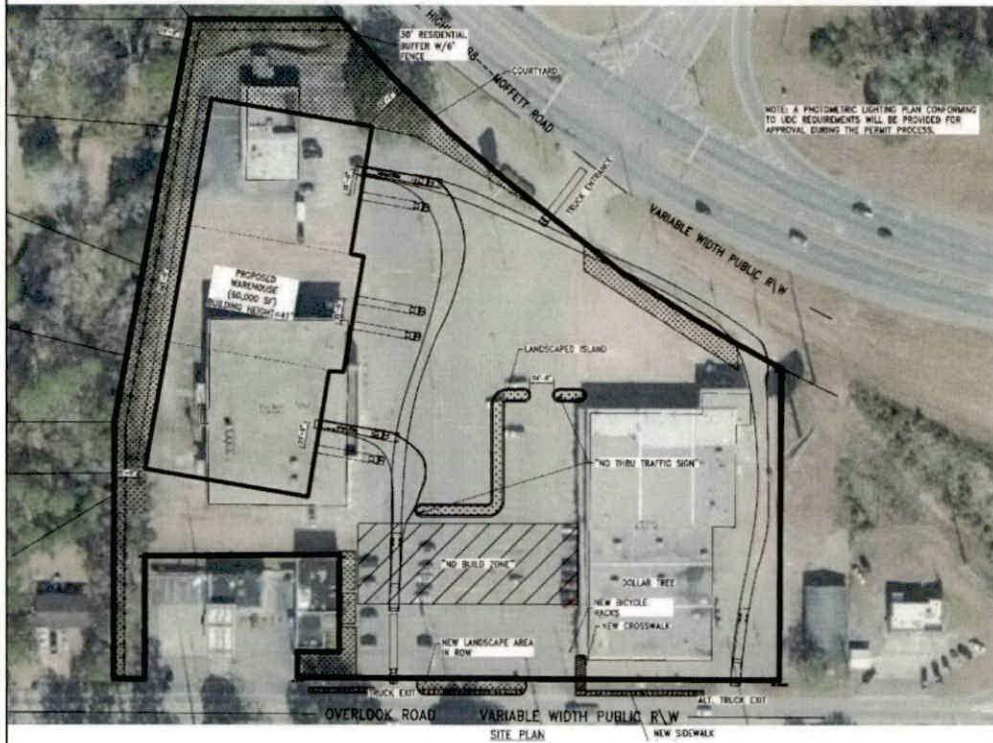
APPLICATION NUMBER 10 DATE November 21, 2024
 APPLICANT Overlook Cargo Connection Subdivision
 REQUEST Subdivision, Rezoning from B-2 to B-5

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



NTS

SITE PLAN

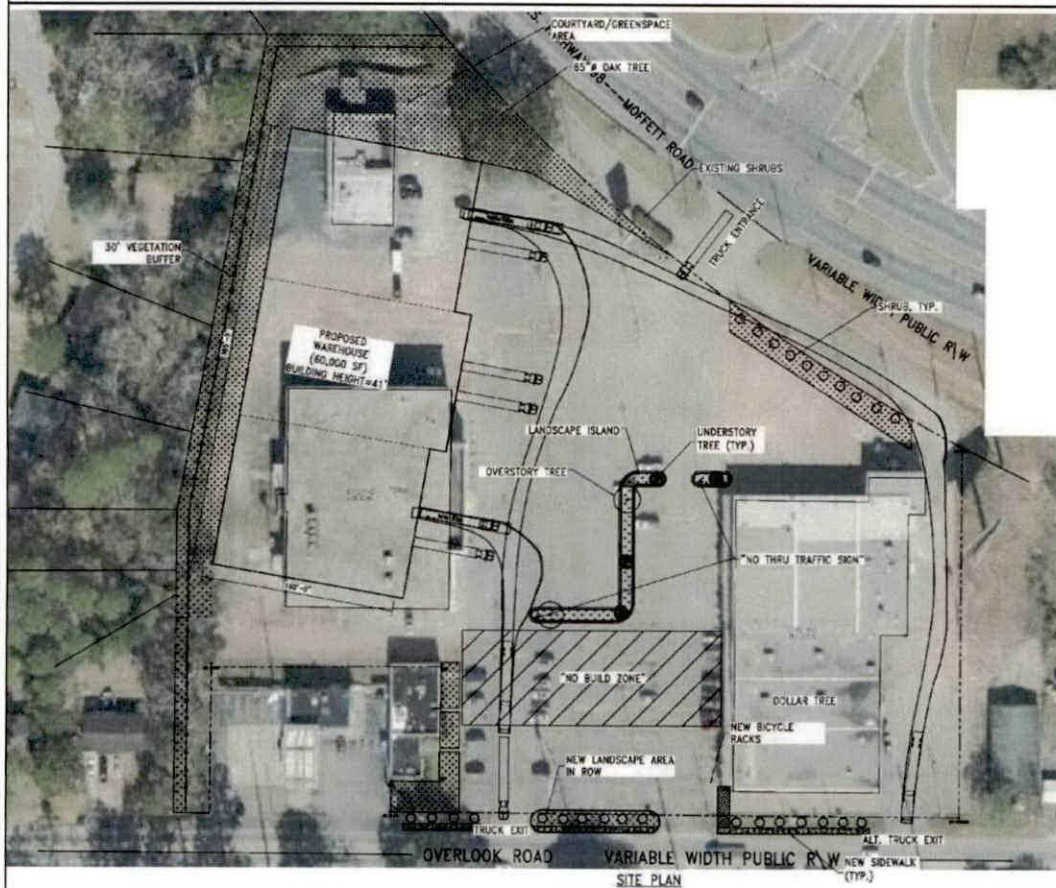


The site plan illustrates the existing conditions, proposed building, and landscaping.

APPLICATION NUMBER	10	DATE	November 21, 2024
APPLICANT	Overlook Cargo Connection Subdivision		
REQUEST	Subdivision, Rezoning from B-2 to B-5		



LANDSCAPE SITE PLAN

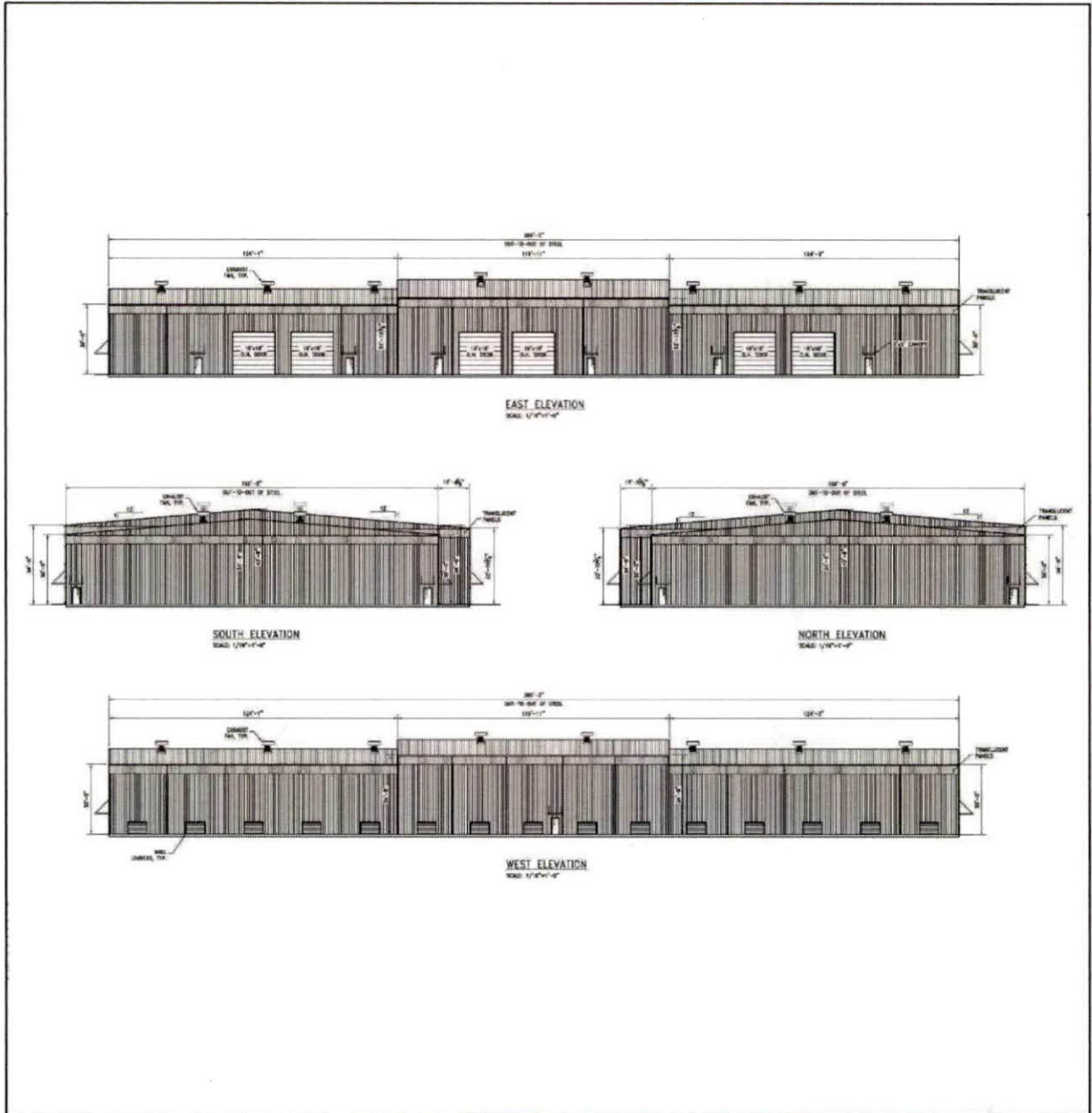


APPLICATION NUMBER	10	DATE	November 21, 2024
APPLICANT	Overlook Cargo Connection Subdivision		
REQUEST	Subdivision, Rezoning from B-2 to B-5		



[illegible]

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE November 21, 2024

APPLICANT Overlook Cargo Connection Subdivision

REQUEST Subdivision, Rezoning from B-2 to B-5



MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)



Application Submission Contact Information

Name of Project PMG MOFFETT RD
Address 5301 MOFFETT RD MOBILE, AL

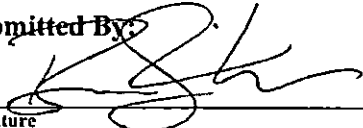
Owner WALDA BESTHOFF, USURFRUCT
Address 1055 ST CHARLES AVE, SUITE 701 NEW ORLEANS, LA 70130
Phone 504-586-2003 Fax _____ E-Mail jsteiner@pmgleasing.com

Authorized Agent Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Contractor _____
Address _____
Phone _____ Fax _____ E-Mail _____

Civil Engineer Bruce Smith - Cowles, Murphy, Glover & Associates
Address 457 St. Michael Street Mobile, AL 36602
Phone (251) 433-1611 Fax (251) 433-1411 E-Mail bsmith@cmg-a.com

Architect N/A
Address _____
Phone _____ Fax _____ E-Mail _____

Submitted By: 
Signature _____ Print Bruce Smith- Cowles, Murphy, Glover & Assoc.

08/06/24
Date _____

Agent/Engineer
Affiliation to project/Organization _____

Effective Date: April 1, 2012

REZONE JUSTIFICATION

*NUMBERING CORRESPONDS WITH REZONE APPLICATION

A1. THE SITE LIES WITHIN THE MIXED COMMERCIAL CORRIDOR (MCC). THE PROPOSED DEVELOPMENT ENHANCES EXISTING LANDSCAPE BUFFERS WITH A 6' FENCE AND INCLUDES ADDITIONAL LANDSCAPE ISLANDS TO THE PROPERTY. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD. THE EXISTING BUILDINGS ARE AN EYESORE TO THE COMMUNITY, ADDITION OF THE NEW BUILDING WILL INCREASE THE OVERALL DESIGN QUALITY OF THE NEIGHBORHOOD.

A2. NO.

A3. REZONING THIS PROPERTY FOR THE PURPOSE OF CONSTRUCTING A WAREHOUSE WILL HAVE A POSITIVE IMPACT ON THE COMMUNITY. THE PROPOSED WAREHOUSE WILL REPLACE +31,000 SF OF VACANT BUILDINGS. VACANT BUILDINGS AND PARKING LOTS ARE WELL KNOWN TO HAVE NEGATIVE EFFECTS ON CRIME RATES AND PROPERTY VALUES IN THEIR SURROUNDING COMMUNITY. A NEW WAREHOUSE WOULD UTILIZE SECURITY SYSTEMS AND AREA LIGHTING TO ENSURE THAT THE PROPERTY REMAINS CLEAN AND FREE OF ANY CRIMINAL ACTIVITY.

A4. THIS AREA HAS SEEN A COMMERCIAL DECLINE OVER THE LAST 20+ YEARS. WITH EASIER ACCESSIBLE COMMERCIAL PROPERTIES ALONG MOFFETT AND UNIVERSITY, THIS SITE HAS HAD MUCH DIFFICULTY RETAINING AND ATTRACTING NEW TENANTS. THE OWNER UNSUCCESSFULLY ATTEMPTED TO SELL THE PROPERTY IN 2021. THE EAST BUILDINGS ON THE SITE WERE RECENTLY RENOVATED IN 2015 AND MANY OF THE SPACES REMAIN VACANT. THE PROPOSED DEVELOPMENT WILL BRING VIABLE BUSINESS TO A PROPERTY AND AREA THAT IS LARGELY UNDERUTILIZED AND WILL REMOVE +31,000SF OF ABANDONED BUILDINGS AND REPLACE IT WITH A NEW OCCUPIED STRUCTURE.

B1. MANY PROPERTIES ZONED B-2 AND B-3 LOCATED BETWEEN MOFFETT RD. AND OVERLOOK RD. ARE VACANT. BUSINESSES THAT TRADITIONALLY UTILIZE B-2/B-3 ZONING HAVE LOCATED TO AREAS MORE EASILY ACCESSIBLE TO COMMERCIAL TRAFFIC AND MORE CENTRALIZED TO THE NEIGHBORHOOD CENTERS FURTHER WEST ALONG MOFFETT AND SOUTH ALONG UNIVERSITY.

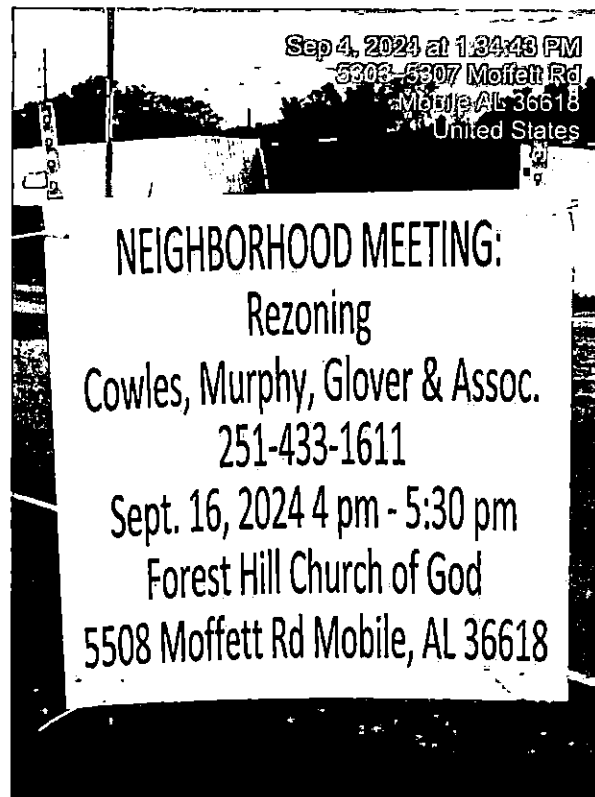
B2. THE PROPERTIES TO THE WEST OF THE SUBJECT PROPERTY ARE RESIDENTIAL (R-1). THE PROPERTIES ADJACENT TO THE EAST ARE ZONED B-2/B-3 AND ARE VACANT. THE SUBJECT PROPERTY HAS ACCESS TO MOFFETT RD. (PRINCIPAL ARTERIAL PER MSP), UNIVERSITY BLVD. (PRINCIPAL ARTERIAL PER MSP) AND OVERLOOK RD (MINOR ARTERIAL PER MSP). THE SURROUNDING AREA CONTAINS LARGE SELF-STORAGE COMPLEXES, MAWSS TREATMENT PLANTS, AND RETAIL.

B3. NO HEAVY MACHINERY WILL BE UTILIZED IN THE WAREHOUSE FOR ANY MANUFACTURING PURPOSES, ONLY FORKLIFTS AND TRUCKS WILL BE USED. LOADING/UNLOADING TRAFFIC WILL BE ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE RESIDENTIAL AREA. SECURITY SYSTEMS AND AREA LIGHTING WOULD BE UTILIZED TO THWART UNWANTED LOITERING. A LIGHT STUDY WILL BE PERFORMED TO ASSURE NO LIGHT POLLUTION TO ADJACENT PROPERTIES. REMOVAL OF AN EXCESS TURNOUT ALONG OVERLOOK PROVIDES A CLEANER STREETScape FOR OVERLOOK RD.

B4. SURROUNDED BY PRINCIPAL AND MINOR ARTERIALS, THE CURRENT INFRASTRUCTURE IS ADEQUATE FOR THE PROPOSED USE. FINAL TRAFFIC FLOW WILL BE DETERMINED BY FINAL COMMENTS FROM ALDOT. THE SITE CURRENTLY HAS ACCESS TO ALL MAJOR UTILITIES. COMPARED TO THE SITES PREVIOUS USES, THE PROPOSED WAREHOUSE USE WILL CREATE LESS OF A DEMAND ON LOCAL UTILITIES. THERE WILL BE A DECREASE IN THE IMPERVIOUS SURFACE FOR THE PROPOSED IMPROVEMENTS, THEREFORE, CREATING LESS STORMWATER. EXISTING PIPES MAY BE REROUTED/REPLACED AS NECESSARY TO COMPLY WITH CITY OF MOBILE REGULATIONS.

B5. THE NEED FOR ADDITIONAL WAREHOUSE SPACE IN THE MOBILE AREA HAS BEEN WELL DOCUMENTED. THIS APPLICATION PROPOSES TO ASSIST IN MEETING THIS NEED WHILE IMPROVING AN EXISTING SITE THAT IS LARGELY VACANT/UNOCCUPIED. TWO UNOCCUPIED BUILDINGS WILL BE REPLACED WITH NEW CONSTRUCTION. THE UNOCCUPIED PARKING LOT WILL HAVE A NEW USE (INCLUDING UPDATED SECURITY) THAT WILL PREVENT UNWANTED LOITERING.







City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 9/19/24

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

ZON-UDC-003064-2024

Neighborhood Meeting Date: 9/16/24

Neighborhood Meeting Time: 4:00PM - 5:30PM

Neighborhood Meeting Location: 5508 MOFFETT RD MOBILE, AL

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Additional documents (Describe: _____)

Applicant's Name: JANE STEINER
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X Jane Steiner Date: 9/19/24

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting

Date: 9/16/2024

Time: 4:00 - 5:30 pm

Location of Neighborhood Meeting: _____

5508 MOFFETT RD MORILE, AL 36618

Project Location: 5301 MOFFETT RD.

Project/Application (e.g. Rezoning from R-1 to B-1): _____

REZONING FROM B-2 TO B-5

Applicant's Signature Attesting to the Accuracy of This Sheet:

X I Stener Date: 9/19/24

Please Sign In:

#1

Name: PATRICK V. HARWELL Email: pat5701@att.net
Address: 1516 SAWYER DR MOB AL36618 Phone: 251 510 1131

#2

Name: JARRETT HARWELL Email: _____
Address: 1620 CRESTWOOD Phone: _____

#3

Name: _____ Email: _____
Address: _____ Phone: _____

#4

Name: _____ Email: _____
Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 4/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Sturck

Application(s): EDN-UDC-003064-2024

#5

Name: _____ Email: _____

Address: _____ Phone: _____

#6

Name: _____ Email: _____

Address: _____ Phone: _____

#7

Name: _____ Email: _____

Address: _____ Phone: _____

#8

Name: _____ Email: _____

Address: _____ Phone: _____

#9

Name: _____ Email: _____

Address: _____ Phone: _____

#10

Name: _____ Email: _____

Address: _____ Phone: _____

#11

Name: _____ Email: _____

Address: _____ Phone: _____

#12

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 9/16/24

Meeting Location: 5508 MOFFETT RD.

Applicant: S. Seneel

Application(s): 20N-UDC-003064-2024

#13

Name: _____ Email: _____

Address: _____ Phone: _____

#14

Name: _____ Email: _____

Address: _____ Phone: _____

#15

Name: _____ Email: _____

Address: _____ Phone: _____

#16

Name: _____ Email: _____

Address: _____ Phone: _____

#17

Name: _____ Email: _____

Address: _____ Phone: _____

#18

Name: _____ Email: _____

Address: _____ Phone: _____

#19

Name: _____ Email: _____

Address: _____ Phone: _____

#20

Name: _____ Email: _____

Address: _____ Phone: _____

Neighborhood Meeting Summary

Meeting Date: 9/16/24
Meeting Time: 4:00-5:30 PM
Meeting Location: 5508 MOFFETT RD
MOBILE, AL

Below is a summary of the proposed project presented at the Neighborhood Meeting:
CURRENT SITE IS PROPOSED TO BE REZONED FROM B-2 TO B-5. THE EXISTING
BUILDINGS ON THE WEST SIDE OF THE PROPERTY WILL BE DEMOLISHED AND A
NEW BUILDING WILL BE CONSTRUCTED. THE INTENDED USE OF THE NEW
BUILDING IS A WAREHOUSE.

The following information was distributed (e.g. site plan, building elevation drawings, traffic study, etc.):

SITE PLANS, PROPOSED BUILDING FLOOR PLAN, PROPOSED BUILDING
ELEVATIONS AND RENDERINGS.
TABLE 64-2-24.1 USE TABLE FROM ARTICLE 2 IN THE UDC WAS ALSO PROVIDED
FOR REFERENCE.

Please attach copies of the distributed information to this summary.

Below is a summary of what occurred at the meeting (please provide the names of anyone who spoke, summarize any questions and responses, summarize any pertinent information discussed or any important activities that occurred):

ONLY TWO RESIDENTS ATTENDED THE MEETING:

PATRICK HOWELL: MR. HOWELL WAS CONCERNED ABOUT THE NOISE AND
WORKING HOURS. IT WAS DISCUSSED THAT ALL OF THE LOADING WOULD BE
PERFORMED ON THE EAST SIDE OF THE BUILDING, AWAY FROM THE ADJACENT
NEIGHBORHOOD. SECURITY WAS ALSO AN ISSUE THAT WAS DISCUSSED AS MR.
HOWELL IS UNHAPPY WITH THE CURRENT HOMELESS POPULATION THAT TAKE
SHELTER BEHIND THE VACANT BUILDINGS ONSITE. IT WAS DISCUSSED THAT

Neighborhood Meeting Summary

Date: 9/16/24

Applicant: JANE STEINER

Meeting Location: 5508 MOFFETT RD MOBILE, AL

Application: ZON-UDC-003064-2024

(Meeting summary, continued)

THE NEW WAREHOUSE WOULD BE MONITORED BY NEW SECURITY CAMERAS AND THAT THE NEW WAREHOUSE WOULD HELP BRING MORE SECURITY TO THE COMMUNITY (MR. HOWELL AGREED). MR. HOWELL LIKED THAT THE BUILDING WOULD PROVIDE ADDITIONAL WIND PROTECTION DURING TROPICAL WEATHER EVENTS.

JARRETT HARWELL: NO MAJOR CONCERNS. HE MENTIONED WORK HOURS AND TRAFFIC. IT WAS DISCUSSED THAT SINCE THE TENANTS ARE NOT KNOWN, EXACT WORK HOURS ARE ALSO NOT KNOWN. IT IS ANTICIPATED TO THAT TRUCK TRAFFIC WOULD BE APPROXIMATELY 6 TRIPS/DAY.

If meeting minutes were recorded, please provide a copy of the written minutes with this summary.

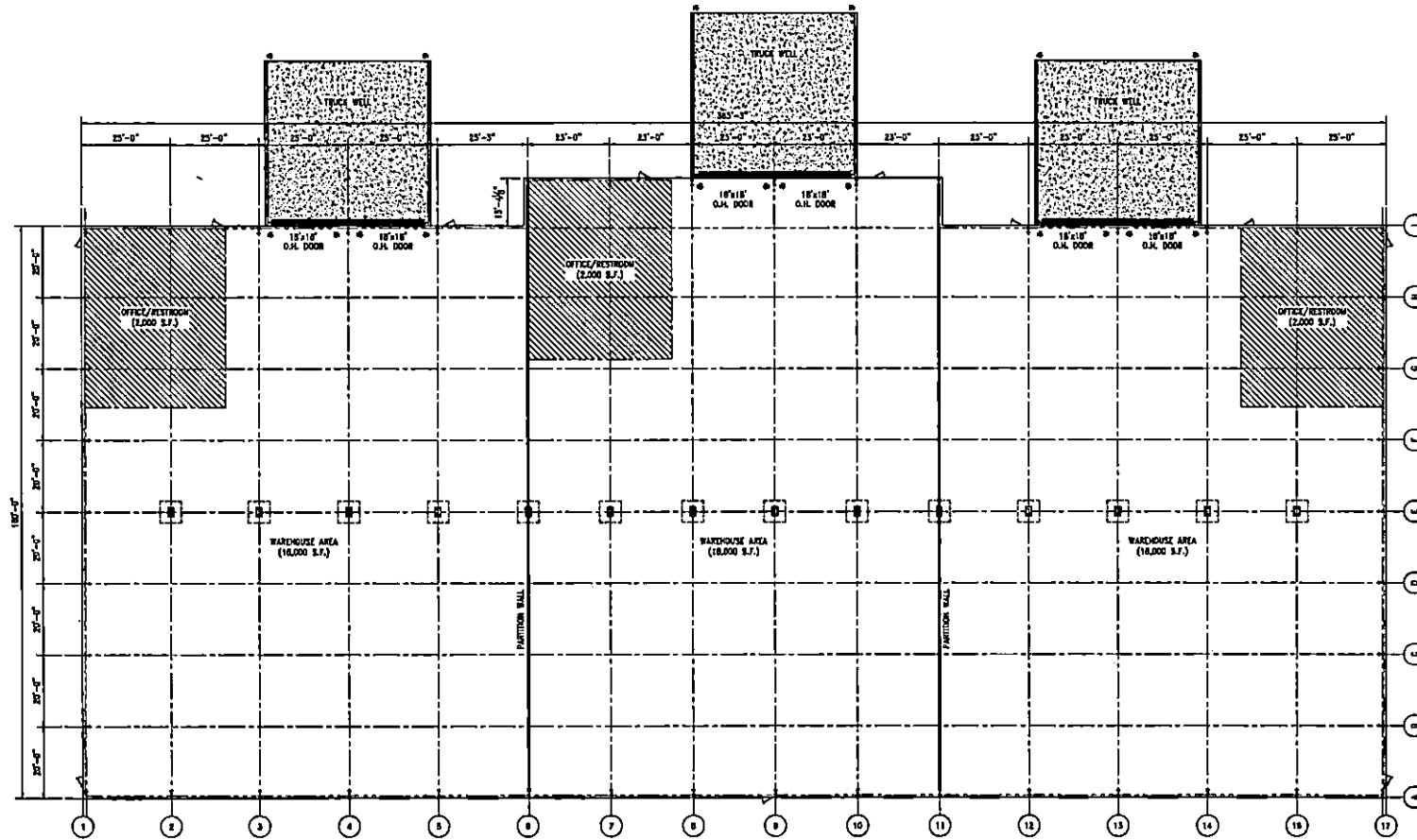
The Neighborhood Meeting ended at the following time: 5:35PM

Applicant's signature attesting to the accuracy of this summary:

X Jane Steiner Date: 9/19/24

Page 2 of 2





D. COWLES, MURPHY, GLOVER & ASSOCIATES, INC. 2014
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

REV.	DESCRIPTION	DATE	BY	CHK'D
A	DESIGNED FOR REVIEW	08/08/24	VTH	WES

Cowles, Murphy, Glover & Associates
A Full Service Engineering Firm
PERFORMANCE • RELIABILITY • EXPERIENCE

457 St. Michael St., Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr. Ste 102, Arlington, TN 38002
Tennessee (901) 290-5444

PROJECT

PMG
MOFFETT ROAD

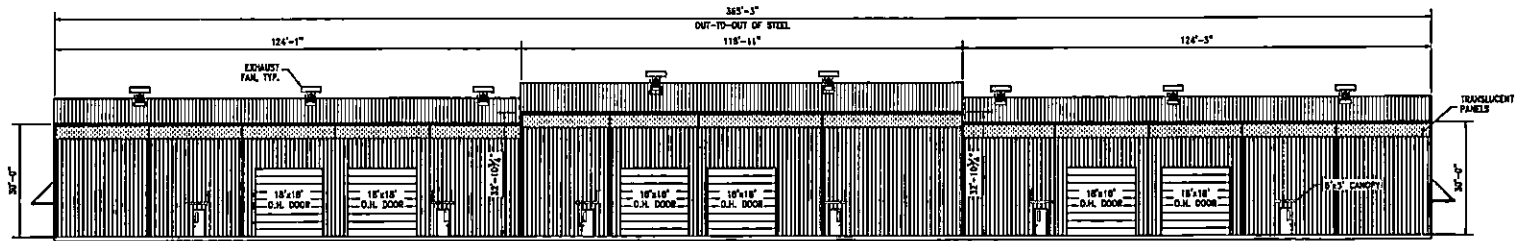
MOBILE,
ALABAMA

FILE

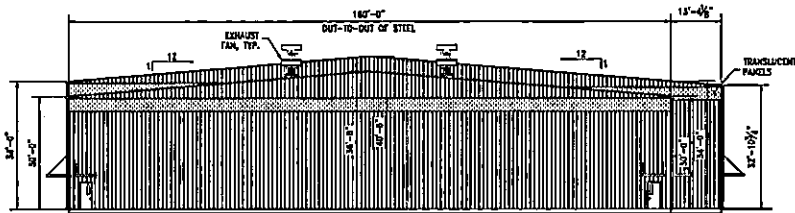
FLOOR PLAN

DATE	BY	DATE	BY	DATE	BY	DATE	BY
AS NOTED	VTH	08/08/24	WES	08/08/24	WES	08/08/24	WES
4536							

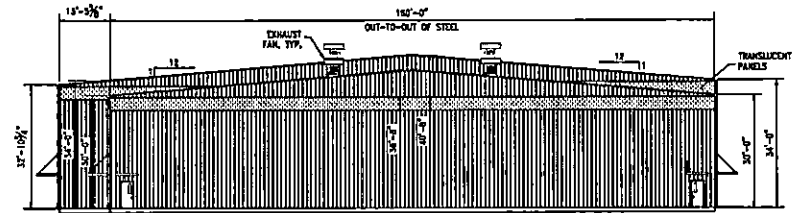
4536-S1



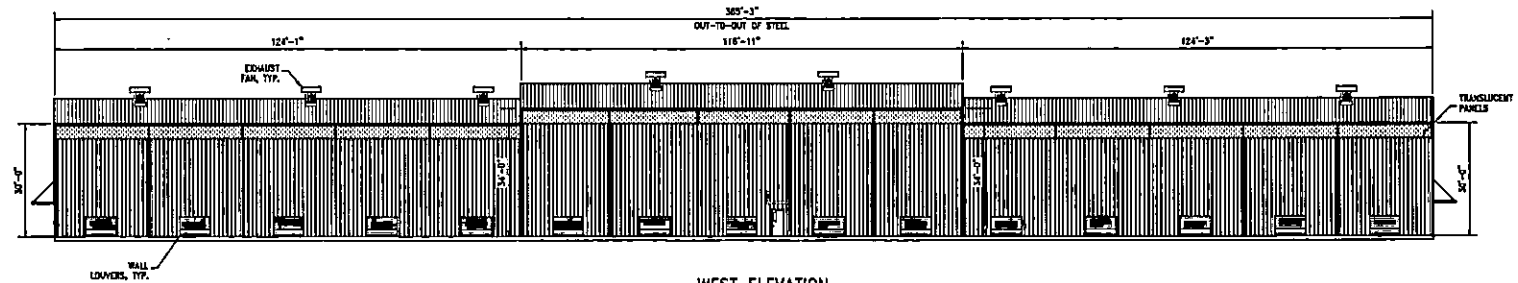
EAST ELEVATION
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SOUTH ELEVATION
SCALE: 1/16"=1'-0"



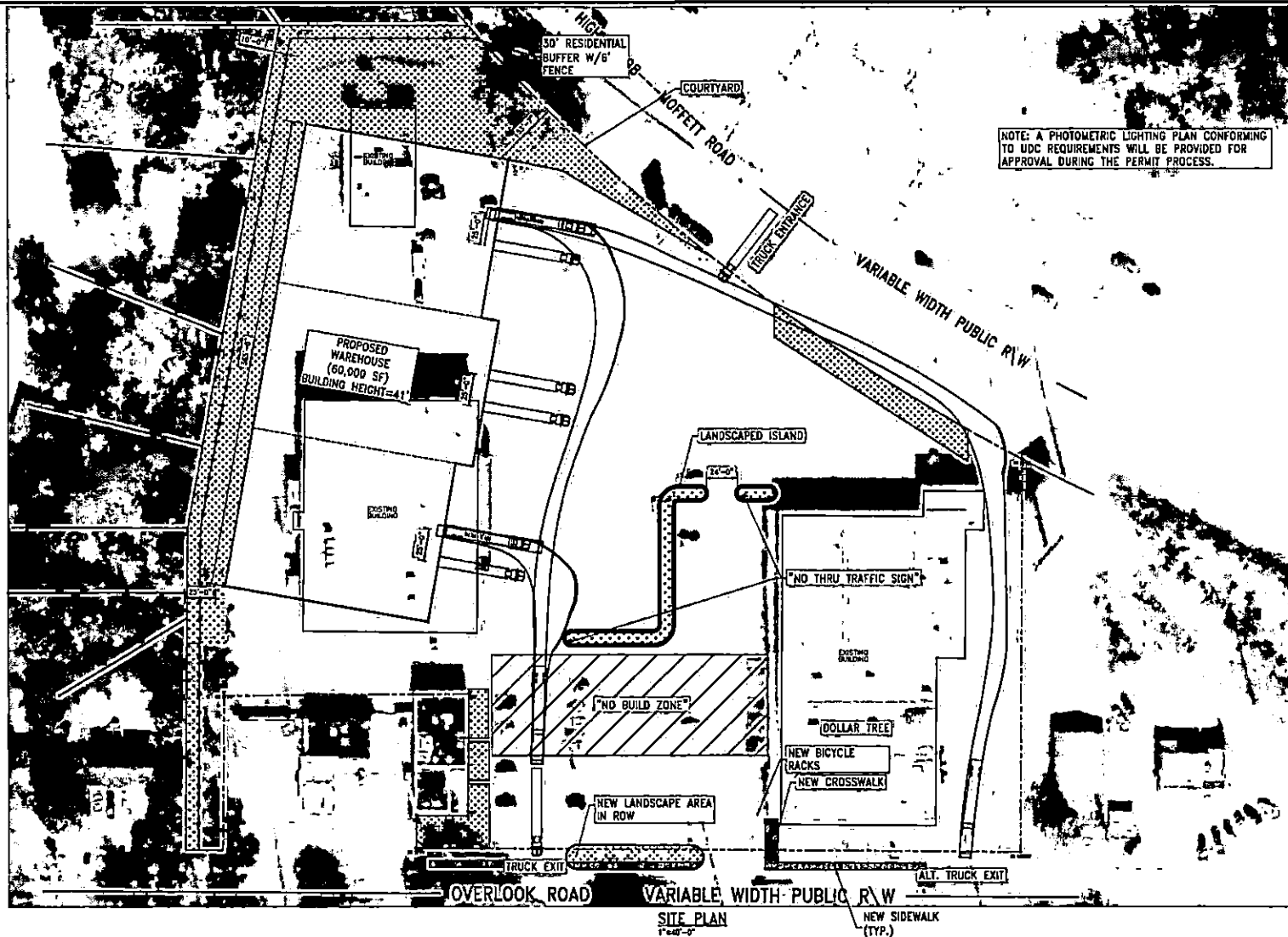
NORTH ELEVATION
SCALE: 1/16"=1'-0"



WEST ELEVATION
SCALE: 1/16"=1'-0"

D COWLES, MURPHY, GLOVER & ASSOCIATES, INC., 2014
CONFIDENTIAL, VALUABLE, AND PROPRIETARY INFORMATION

					Cowles, Murphy, Glover & ASSOCIATES A Full Service Engineering Firm PERFORMANCE • RELIABILITY • EXPERIENCE		457 St. Michael St., Mobile, AL 36602 Alabama (251) 433-1611 11880 Cranston Dr. Ste 102, Arlington, TN 38002 Tennessee (901) 290-5444		PROJECT PMG MOFFETT ROAD MOBILE, ALABAMA		SHEET EXTERIOR ELEVATIONS				
A		ISSUED FOR REVIEW	08/06/24	VTH	WBS										
REV.		DESCRIPTION	DATE	BY	CHK'D										
4536			08/08/24	WBS		4536-S2									



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REV.	DESCRIPTION	DATE	BY	CHK'D
B	REVISED BUILDING AND LANDSCAPING LAYOUT	09/20/24	MSF	WED
A	ISSUED FOR REVIEW	08/09/24	MSF	WED

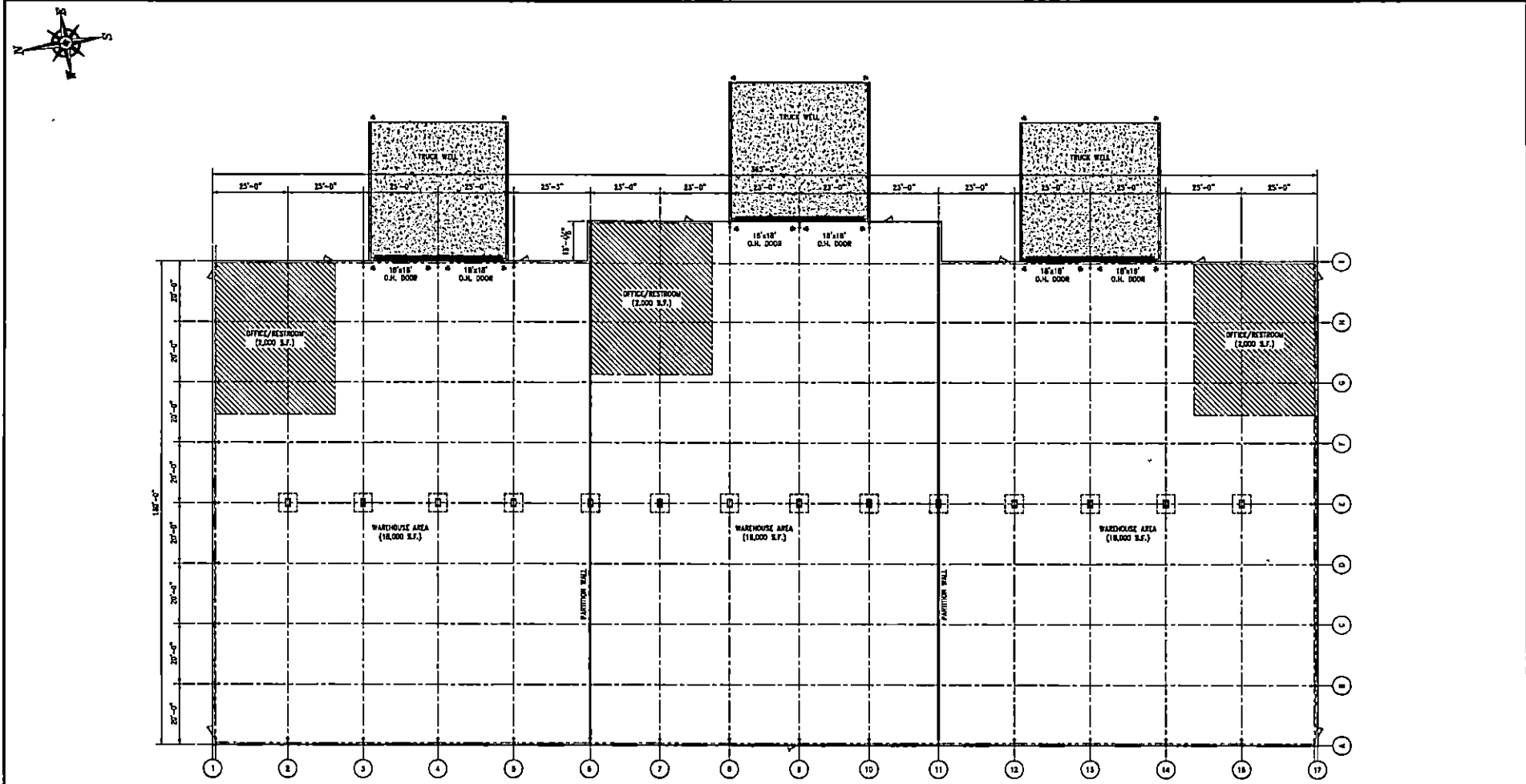
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457 St. Michael St., Mobile, AL 36602
Alabama (251) 433-1611
11880 Cranston Dr. Ste 102, Arlington, TN 38002
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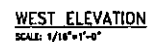
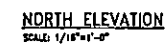
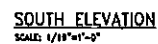
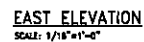
PROJECT
PMG
MOFFETT RD.
MOBILE, ALABAMA

SITE PLAN					
SCALE	AS NOTED	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE	DATE
4538	4538	08/09/24	08/09/24	08/09/24	08/09/24
4538	4538	08/09/24	08/09/24	08/09/24	08/09/24
4538	4538	08/09/24	08/09/24	08/09/24	08/09/24

4536-C2



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A ISSUED FOR REVIEW REV. DESCRIPTION DATE BY CHK'D				DATE 08/08/24 VTH WBS				DATE 08/08/24 VTH WBS				SHEET 4536-S1			



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WALKER CLAUDIA Y & KENDRICK S WALKER
8545 TUNBRIDGE WELLS DR S
SEMMES, AL 36575

WARD AISHA NICOLE
9805 TRAVELER WAY
MOBILE, AL 36695

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LYLE WILLIAM L & AUDRA C
6751 MOFFETT RD
MOBILE, AL 36618

PATEL PARASKUMAR KHANDUBHAI &
MANISHAKUMARI GIRISHBHAI PACHCHIGAR
5308 MOFFETT RD
MOBILE, AL 36618

LEWIS TONY F & GLORIA LULE
6751 MOFFAT RD
MOBILE, AL 36618

BESTHOFF SYDNEY J III & WALDA, LIFE EST
1055 ST CHARLES AVE SUITE 701
NEW ORLEANS, LA 70130

PRIME CARE PEDIATRICS LLC
8330 TADDISH DR N
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

RENEW FAMILY DENTAL LLC
5710 KATHERINE HANKINS RD
THEODORE AL 36582

BELALLAH MAHER
9139 OLD ROMAN CIR
MOBILE, AL 36695

PRICE PROPERTIES LLC
18 KINGSWAY
MOBILE, AL 36608

PRESBYTERY OF MOBILE
855 SELMA ST
MOBILE, AL 36603

SOUTHWEST INVESTMENT GROUP LLC
7620 CUMBERLAND CT
MOBILE, AL 36695

A & J LLC
7016 CHARLESTON OAKS DR S
MOBILE, AL 36695

SHELTER CHURCH INC
1613 DONHAM DR
MOBILE, AL 36618

STANLEY FRANCES E OR DIANE S WOODWARD,
TRUSTEES, OR THEIR SUCCESSORS IN TRUST,
1550 VASSAR CT
MOBILE, AL 36695

WATSON BRANDON
1529 SAWADA DR
MOBILE, AL 36618

CARP BERNICE MCCAMPBELL & WILLIAM M
CARP
1513 SAWADA DR
MOBILE, AL 36618

STRANGE JAMES III
1511 SAWADA DR
MOBILE, AL 36618

CARTER MAKAYLLA, ADBEL JAMES ELLIOT
CARTER & MALIK CARTER
1509 SAWADA DR
MOBILE, AL 36618

KITTRELL BETTY
PO BOX 180643
MOBILE, AL 36618

SETH SABYUMVA & NDAYISHIMIYE ORENIE
5324 OVERLOOK RD
MOBILE, AL 36618

GIDDENS ALISA
1504 SAWADA DR
MOBILE, AL 36618

JEFFERY LEDARREL
1030 HEARTHSTONE CT
MOBILE, AL 36608

BROWN EMANUEL & VIRGINIA
1512 SAWADA DR
MOBILE, AL 36618

HOWELL PATRICK V & CATHERINE M
1516 SAWADA DR
MOBILE, AL 36618

HOUSTON GEORGE D II
P O BOX 180064
MOBILE, AL 36618

DUNNAM LEWIS N & PHYLISS M DUNNAM
1524 SAWADA DR
MOBILE, AL 36618

BLACKMAN MARCUS & VANICE S
6428 CHERRY RIDGE CT W
MOBILE, AL 36695

SEAWRIGHT SHARON GALE
1532 SAWADA DR
MOBILE, AL 36618

BRYANT CAROLYN BURRELL
5319 MOFFETT RD
MOBILE, AL 36618

CRABTREE DEBORAH BEECH
5311 MOFFETT RD
MOBILE, AL 36618

GRAYSON MAURICE L & VALERIE L GRAYSON
5320 OVERLOOK RD
MOBILE, AL 36618

DUNKLIN BELINDA A
5305 MOFFETT RD
MOBILE, AL 36618

AMAYA TITO B & ELIDA TAMI
5323 OVERLOOK RD
MOBILE, AL 36618

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

CITY OF MOBILE, OFFICE OF CITY CLERK
WATER ST AREA URBAN RENEW PROJ 3RD
UNIT
205 GOVERNMENT PLAZA
MOBILE, AL 36644

WALDA BESTHOFF, USUFRCT
1055 ST CHARLES AVE. SUITE 701
NEW ORLEANS, LA 70130

Notice of Neighborhood Meeting

August 13th, 2024

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **Walda Besthoff** will be submitting to the Mobile City Planning Commission:

(1) Rezone: Zoning Change to rezone the property at 5301 Moffet Road Mobile, AL 36618 from Neighborhood Business District (B-2) to Office Distribution District (B-5).

The Neighborhood Meeting will be held at the following time, date, and location:

Date: August 27th, 2024

Time: 4:00 pm - 5:30 pm

Location: Forest Hill Church of God 5508 Moffett Rd, Mobile, AL 36618

You are receiving this notice because your property is located within 300 feet of **5301 Moffet Road Mobile, AL 36618**, in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

Bruce Smith

Cowles, Murphy, Glover, & Associates

457 St. Michael St. Mobile, AL 36602

bsmith@cmg-a.com

R E S O L U T I O N

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

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **December 17, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of **December 31, 2024**, did approve the application of **Salute MedTrans, LLC** for a Certificate of Public Convenience and Necessity to operate a **Non-emergency Medical Transport service** in the City of Mobile, Alabama.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Curtis Maynard individually or on behalf of Salute MedTrans LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Salute MedTrans LLC

Business Address: 1110 Montlimar Dr 929 Mobile AL 36609

Telephone _____ Trade Name _____

Business Information

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

Birthdate: _____ SSN: _____

Residence Address: _____
_____ AL 36526
State Zip code

License #: _____

Baldwin
Residing in Mobile County: Years: 10 Months: _____

U.S. Citizenship: Yes ☒ No _____

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

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

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

Business Address: 1110 Montlimar Dr #929 Mobile AL 36607
(If different from address provided in Part I)



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

Name	Title	Address	Amount of Stock Held (if any)
<u>Curtis Maynard</u>	<u>CEO</u>		<u>100%</u>

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

Name	Date	Amount	Location	Disposition

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

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

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-F 8-5

How many vehicles (carriages) do you intend to operate? 7
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>See Attached</u>	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

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



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

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Curtis Maynard
Applicant's Signature

NAME OF ENTITY:

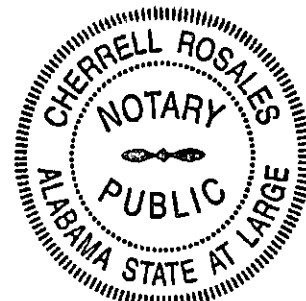
Salute MedTrans

By: Curtis Maynard
Its CEO

SWORN TO AND SUBSCRIBED BEFORE ME THIS
15th DAY OF November, 2024

[Signature]
Notary Public

Notary Public
Alabama State At Large
My Commission Expires 10/26/26





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Curtis Maynard

Nickname(s) or Maiden Name: _____

Current Address: _____ Al 36526

Previous Address: _____

Personal Description:

Height: 6'0"

Weight: 280

Hair Color: Blk

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Curtis Maynard
Signature

9/24/24
Date signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL

OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: MAYNARD, CURTIS ALLEN

Address:

Nick Name:

Phone:

Race: W - WHITE

DOB:

Sex: M

Age: 51

Weight: 270

Eyes: BROWN

Height: 6'00"

Facial:

Hair: BROWN

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type:

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

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

NO RECORD

CHECKED BY:

DATE: 11/15/2024

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A NON-EMERGENCY MEDICAL TRANSPORT SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Salute MedTrans, LLC**, to operate a **Non-emergency Medical Transport** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council at the History Museum of Mobile, located at 111 S. Royal Street, Mobile, Alabama, on **December 17, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF AN ALLEY
ADJACENT TO PROPERTY LOCATED AT
DAUPHIN HEIGHTS AND UPHAM STREET

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street.

The adoption of such resolution will be considered by the Mobile City Council on the 17th day of December 2024, at 10:30 a.m., at the History Museum of Mobile, 111 S. Royal Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

STATE OF ALABAMA:
COUNTY OF MOBILE:

WHEREAS, Mary Stratas, Christ Stratas and Upham Properties, LLC (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) Alabama Power Company, Comcast and 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: _____

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

EXHIBIT "A"

LEGAL DESCRIPTION OF ALLEY TO BE VACATED

Commencing at the Northwest corner of Lot 1, Dauphin Upham Terrace, as recorded in Map Book 93, Page 11, Probate Court Records, Mobile County, Alabama, run North 00°-09'-36" West and along the East right-of-way line of Upham Street (49 foot right-of-way), a distance of 60.21 feet to the Northwest corner of property conveyed by Instrument No. 2020050430, said Probate Records and the Point of Beginning of an existing of a 20 foot alleyway; thence along said alley as follows: North 00°-09'-36" West and along the East right-of-way line of said Upham Street, 20.10 feet to the Southwest corner of Lot 6, Block 2, Dauphin Heights, as recorded in Deed Book 97, Page 45, said Probate Records; thence South 84°-30'-40" East and along the South line of Lots 6 and 7, said Block 2, a distance of 114.26 feet; thence South 00°-28'-30" East, 20.11 feet to the Northwest corner of Lot 1, Dauphin Upham Square, as recorded in Map Book 93, Page 39, said Probate Records; thence North 84°-30'-40" East, 114.37 feet to the Point of Beginning.

Said property contains 2,286 square feet, more or less.

PETITION FOR VACATION

TO: THE MOBILE CITY COUNCIL, FOR VACATION OF ALLEY ADJACENT TO REAL PROPERTY OWNED BY MARY STRATAS, CHRIS STRATAS, and UPHAM PROPERTIES PARTNERSHIP IN THE CITY AND COUNTY OF MOBILE, ALABAMA

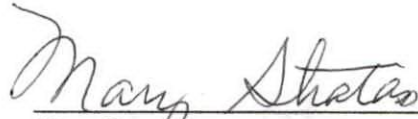
The undersigned, Mary Stratas, Chris Stratas, and Upham Properties, LLC, as owners of the real property abutting that certain alley between owners' property, Old Shell Road, Dauphin Street, and Upham Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated 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 petitioners, 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:

Comcast
Alabama Power Company
Spire Alabama, Inc.
Mobile Area Water and Sewer System
AT&T Alabama

Dated this 25 day of June, 2024.



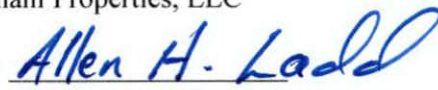
Mary Stratas


Chris Stratas

[signatures continue on the next page]



Upham Properties, LLC

By: 

Its: member

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, Mary Stratas, Chris Stratas, and Upham Properties, LLC, ("Owners") own real property located within the city limits of the City of Mobile, Alabama (hereinafter referred to as "Owners' Property"); and

WHEREAS, Owners, as the abutting and affected landowners, propose to vacate that certain alley lying between Owners' Property, Old Shell Road, Dauphin Street, and Upham 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, 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 Gas Service Corporation to operate and maintain existing facilities until they are either relocated or abandoned.
- (b) Alabama Power Company and 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 25 day of June, 2024.

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

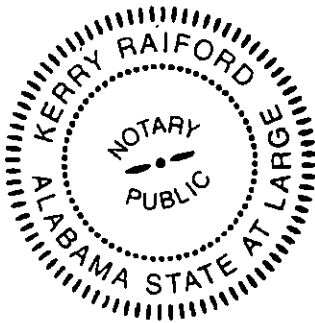
Mary Stratas
Mary Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Mary Stratas**, 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 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

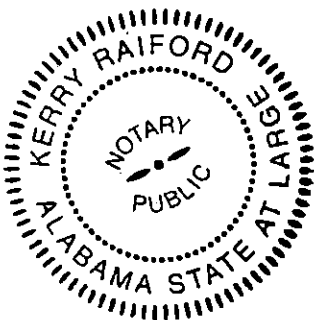
Chris Stratas
Chris Stratas

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **Chris Stratas**, 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 25 day of June, 2024.

SEAL



Kerry Raiford
NOTARY PUBLIC
MY COMMISSION EXPIRES: 05-21-2028

[Signatures continue on the next page]

Allen H. Ladd
Upham Properties, LLC

By: Allen H. Ladd

Its: member

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Allen H. Ladd, who executed the foregoing instrument as member of Upham Properties, LLC, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 2 day of July, 2024.

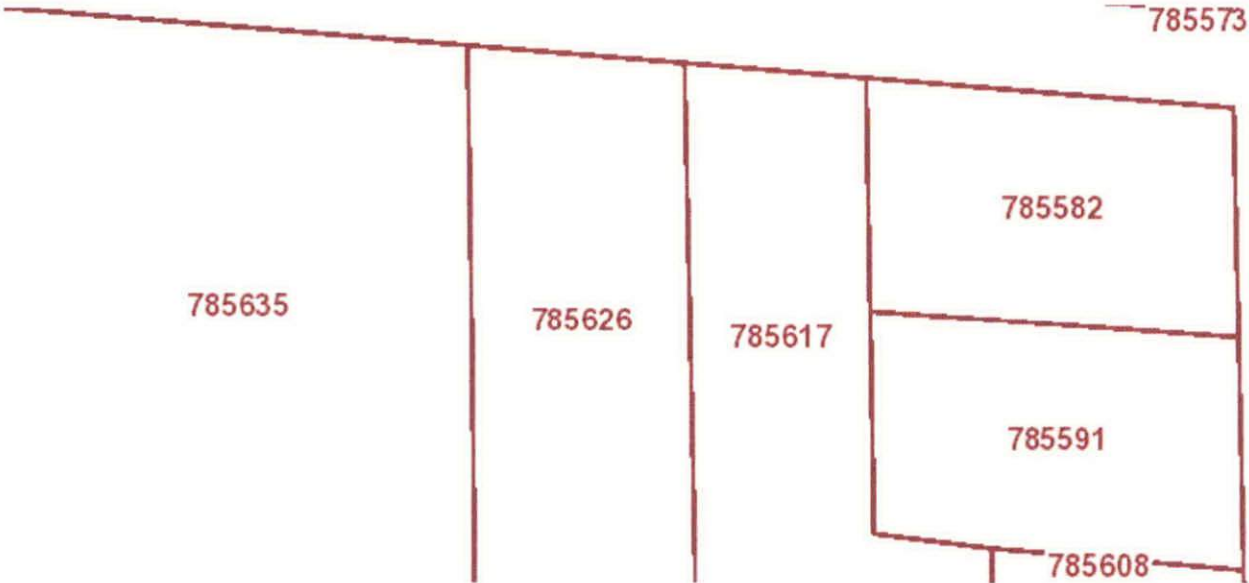
SEAL



Sabrina Taylor
NOTARY PUBLIC

MY COMMISSION EXPIRES: 8/13/24

Map



Property Details

Account

Key Number:	785528
Legal Description:	PART OF LOTS 18 & 19 BLOCK 2 DAUPHIN HEIGHTS DBK 97 PAGE 45 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19 THEN RUN EASTERLY ALONG THE SOUTH LINE OF A 20 FT ALLEY 80 FT(S) THEN SOUTH 60 FT(S) THEN WESTERLY 80 FT(S) THEN NORTH 57.67 FT TO THE POINT OF BEGINNING.
Parcel Number:	2907240003066XXX
Type:	Real
Property Class:	3

Location

Address: 10 UPHAM ST UNIT A MOBILE, AL 36607-3329

Owner

Name: STRATAS MARY N & CHRIS STRATAS

Mailing Address: 1214 SUDAN ST

MOBILE , AL 36693-4400

Exemptions: H1 -

For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$56,800
Land Value:	\$18,000
Appraised Value:	\$74,800
Taxable Value:	\$74,800
Assessed Value:	\$7,480

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	STATE	6.500000	\$3,480	\$22.62
14	FOREST	0.000000	\$0	\$0.00
14	COUNTY	20.500000	\$5,480	\$112.34
14	SCHOOL	14.000000	\$7,480	\$104.72
14	CITY	7.000000	\$7,480	\$52.36
14	DIST SCHOOL	15.500000	\$7,480	\$115.94

Total Millage Rate: 63.500000

Property Improvement - Building

Type: 3 **Living Area:** 1,270.00sqft **Value:** \$56,800

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
112	DUPLEX	E+	WOOD FRAME ASBESTOS	0	

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Taxable Value	Prod. Value
05		0	0.00	0.00	0.00	\$18,000	\$0

Total Sq.ft. = 7292

Value per sq.ft. = \$2.47

Alleyway Sq.ft. = 5,642

Property Roll Value History

Year	Improvements	Land Market	Appraised	Assessed
2025	N/A	N/A	N/A	N/A
2024	\$56,800	\$18,000	\$74,800	\$7,480
2023	\$58,900	\$15,000	\$73,900	\$7,400
2022	\$56,500	\$16,000	\$72,500	\$7,260
2021	\$56,500	\$16,000	\$72,500	\$7,260
2020	\$88,500	\$19,200	\$107,700	\$21,540
2019	\$92,700	\$16,500	\$109,200	\$21,840
2018	\$73,400	\$7,700	\$81,100	\$16,220
2017	\$73,400	\$7,700	\$81,100	\$16,220
2016	\$74,400	\$7,700	\$82,100	\$16,420
2015	\$66,700	\$7,700	\$74,400	\$14,880
2014	\$68,700	\$7,700	\$76,400	\$15,280
2013	\$70,800	\$7,700	\$78,500	\$15,700
2012	\$72,900	\$7,700	\$80,600	\$16,120
2011	\$73,700	\$7,700	\$81,400	\$16,280
2010	\$74,600	\$7,700	\$82,300	\$16,460
2009	\$76,900	\$7,700	\$84,600	\$16,920
2008	\$76,900	\$7,700	\$84,600	\$16,920

Property Deed History

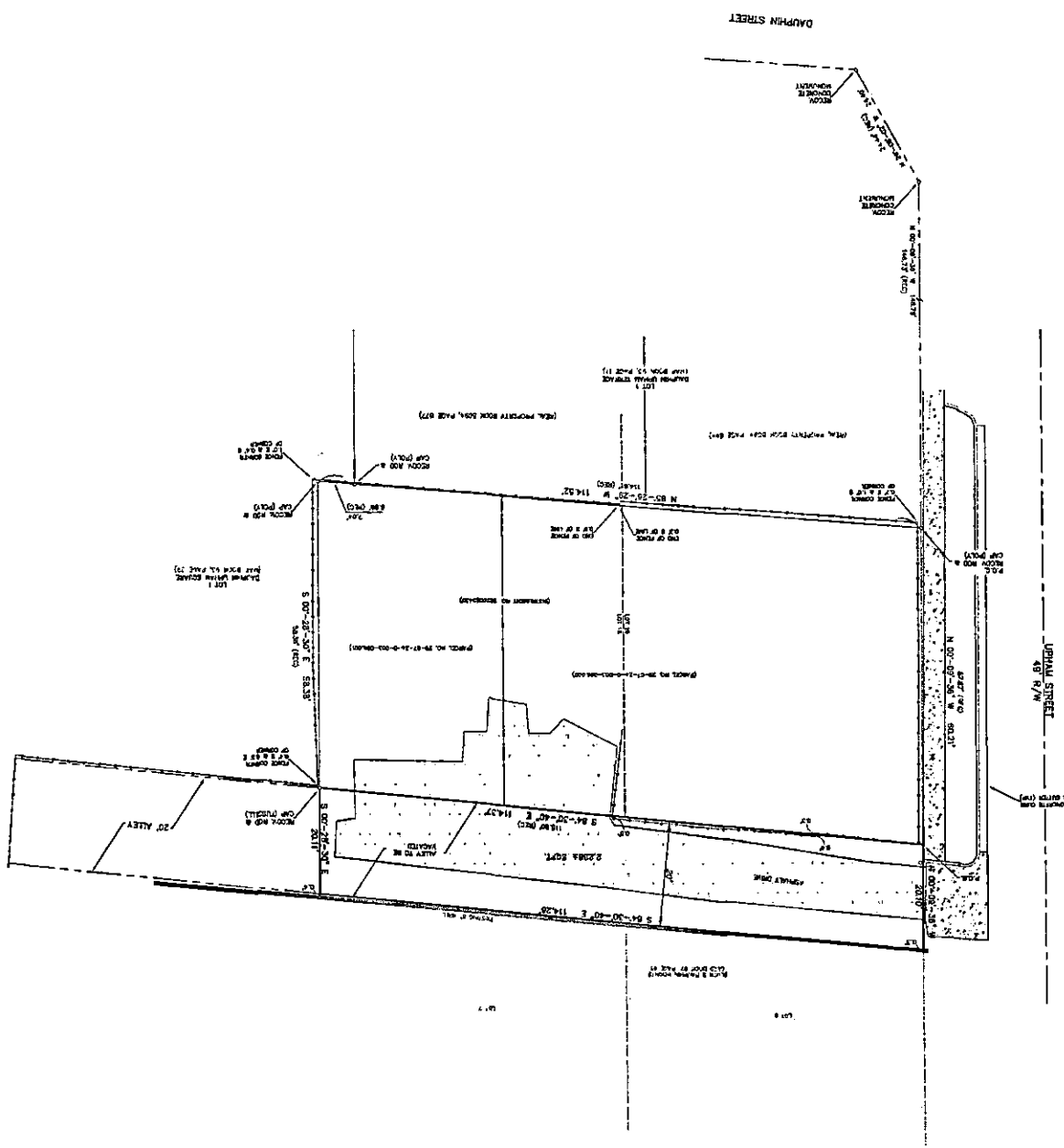
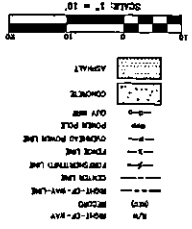
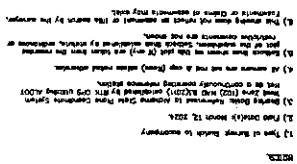
Mobile County Revenue Commission is not allowed to provide deed documentation. Please [click here](https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn) (<https://benchmark.probate.mobilecountyal.gov/LandmarkWeb/Account/LogOn>) to visit Mobile County Probate for deed documentation.

Deed Date	Deed Type	Sale Price	Grantor	Grantee	Sale Type	Number
7/14/2020	5	\$109,200	STRATAS PROPERTIES LLC	STRATAS CHRIS	Land & Bldg	2020050430

3/20/2019	2	\$109,200	STRATAS, MARY N	STRATAS PROPERTIES LLC	Land & Bldg	2019018686
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Payment Info

Pay Date	Tax Year	Paid By	Amount
11/24/2023	2023	chris stratas	\$412.90
10/5/2022	2022	chris stratas	\$404.01
10/12/2021	2021	chris stratas	\$404.01
11/6/2020	2020	CHRIS N STRATAS	\$42.29
12/27/2019	2019	STRATAS PROPERTIES	\$1,396.84
12/27/2018	2018	STRATAS PROPERTIES	\$1,039.97
11/29/2017	2017	STRATAS NICKOLAS M & MARY N	\$1,029.97
11/28/2016	2016	stratas properties	\$1,042.67
10/20/2015	2015	STRATAS PROPERTIES	\$944.88
11/6/2014	2014	STRATAS PROPERTIES	\$970.28
1/2/2014	2013	STRATAS PROPERTIES	\$996.95
12/26/2012	2012	STRATAS PROPERTIES	\$1,023.62
12/30/2011	2011	STRATAS PROPERTIES	\$1,033.78
1/11/2011	2010	STRATAS PROPERTIES	\$1,045.21
1/9/2010	2009	Strats Properties	\$1,074.42
1/8/2009	2008	STRATAS PROPERTIES	\$1,074.42





HELMSING
LEACH
ATTORNEYS AT LAW

August 26, 2024

VIA HAND DELIVERY

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

**Regarding: Alleyway Vacation
Dauphin Heights / Upham Street**

Dear Ms. Merchant:

Our firm represents Mary Stratas and Chris Stratas, who own a parcel of property located at 10 Upham Street, Mobile, Alabama. The owners desire to vacate the alley shown on the enclosed survey and described on the attachment hereto. The alley provides the only off-street access to the Stratas property and has already been vacated on the eastern leg of the alley. The Stratas family has maintained the alley since the 1960s and will be asking the council to waive any fees associated with this vacation.

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

April 23, 2024



VIA EMAIL

Attn: Kerri Renee Coumanis
Chris Stratas. c/o Helmsing, Leach, Herlong, Newman & Rouse, PC
150 Government Street
Mobile, AL 36602

Re: Vacation of Upham Street alleyway in Mobile County, Alabama

Dear Ms. Coumanis,

Reference is made to email of April 11, 2024 (copy enclosed) providing notice to Alabama Power Company for the vacation of the alleyway referenced above, as more particularly described in such email and as shown on the attachments to said email.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

It is understood that in the event the requestor constructs a barrier (fence, wall, gate, etc.) which encloses any Company equipment or facilities, the requestor will provide Company with an access code or allow Company to interlock so that it may safely access its equipment and facilities.

Please advise if further assistance is required.

Sincerely,

A handwritten signature in black ink, appearing to read "Chester Lachowicz", written over a horizontal line.

Chester Lachowicz
Corporate Real Estate

/Enclosures

202 204-000-0-17-10-21
000 202-000-0-00-10-12 21

[illegible]

NOTES

CLASSIFIED BY 64 2070 2000 00

THE UNIVERSITY OF CHICAGO PRESS

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 395–402

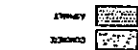
1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

*Source: National Bureau of Economic Research, Inc.

[illegible]

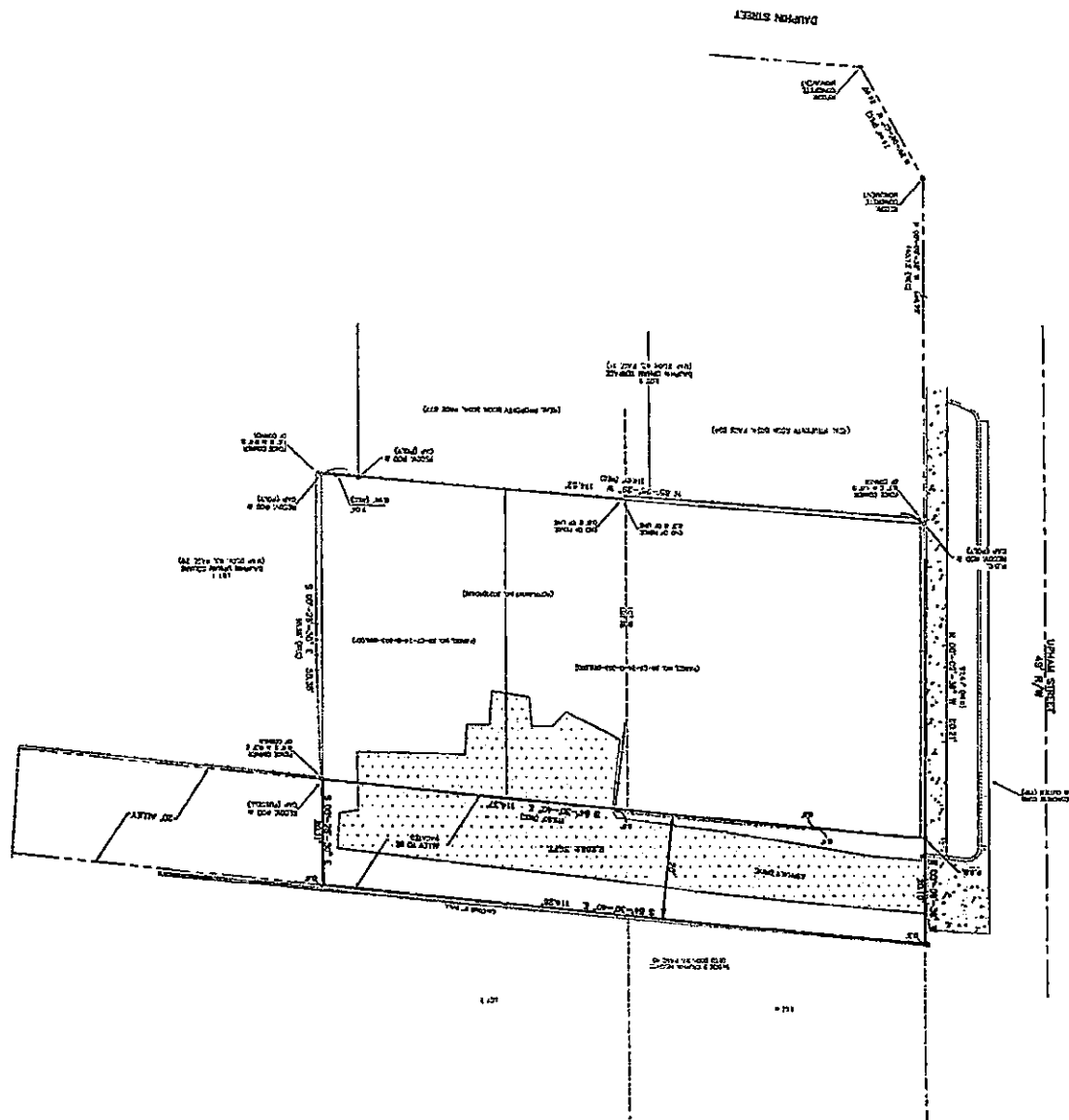
1) The above is a copy of the original document.

—



Model	Year	Price	MPG	Color	Options
Model A	2001	\$12,500	24	Black	None
Model B	2002	\$15,000	26	White	None
Model C	2003	\$18,000	28	Gray	None
Model D	2004	\$20,000	30	Blue	None
Model E	2005	\$22,000	32	Red	None
Model F	2006	\$25,000	34	Green	None
Model G	2007	\$28,000	36	Yellow	None
Model H	2008	\$30,000	38	Purple	None
Model I	2009	\$32,000	40	Brown	None
Model J	2010	\$35,000	42	Pink	None
Model K	2011	\$38,000	44	Orange	None
Model L	2012	\$40,000	46	Light Blue	None
Model M	2013	\$42,000	48	Light Green	None
Model N	2014	\$45,000	50	Light Yellow	None
Model O	2015	\$48,000	52	Light Purple	None
Model P	2016	\$50,000	54	Light Brown	None
Model Q	2017	\$52,000	56	Light Pink	None
Model R	2018	\$55,000	58	Light Orange	None
Model S	2019	\$58,000	60	Light Blue	None
Model T	2020	\$60,000	62	Light Green	None
Model U	2021	\$62,000	64	Light Yellow	None
Model V	2022	\$65,000	66	Light Purple	None
Model W	2023	\$68,000	68	Light Brown	None
Model X	2024	\$70,000	70	Light Pink	None
Model Y	2025	\$72,000	72	Light Orange	None
Model Z	2026	\$75,000	74	Light Blue	None
Model AA	2027	\$78,000	76	Light Green	None
Model AB	2028	\$80,000	78	Light Yellow	None
Model AC	2029	\$82,000	80	Light Purple	None
Model AD	2030	\$85,000	82	Light Brown	None
Model AE	2031	\$88,000	84	Light Pink	None
Model AF	2032	\$90,000	86	Light Orange	None
Model AG	2033	\$92,000	88	Light Blue	None
Model AH	2034	\$95,000	90	Light Green	None
Model AI	2035	\$98,000	92	Light Yellow	None
Model AJ	2036	\$100,000	94	Light Purple	None
Model AK	2037	\$102,000	96	Light Brown	None
Model AL	2038	\$105,000	98	Light Pink	None
Model AM	2039	\$108,000	100	Light Orange	None
Model AN	2040	\$110,000	102	Light Blue	None
Model AO	2041	\$112,000	104	Light Green	None
Model AP	2042	\$115,000	106	Light Yellow	None
Model AQ	2043	\$118,000	108	Light Purple	None
Model AR	2044	\$120,000	110	Light Brown	None
Model AS	2045	\$122,000	112	Light Pink	None
Model AT	2046	\$125,000	114	Light Orange	None
Model AU	2047	\$128,000	116	Light Blue	None
Model AV	2048	\$130,000	118	Light Green	None
Model AW	2049	\$132,000	120	Light Yellow	None
Model AX	2050	\$135,000	122	Light Purple	None
Model AY	2051	\$138,000	124	Light Brown	None
Model AZ	2052	\$140,000	126	Light Pink	None
Model BA	2053	\$142,000	128	Light Orange	None
Model BB	2054	\$145,000	130	Light Blue	None
Model BC	2055	\$148,000	132	Light Green	None
Model BD	2056	\$150,000	134	Light Yellow	None
Model BE	2057	\$152,000	136	Light Purple	None
Model BF	2058	\$155,000	138	Light Brown	None
Model BG	2059	\$158,000	140	Light Pink	None
Model BH	2060	\$160,000	142	Light Orange	None
Model BI	2061	\$162,000	144	Light Blue	None
Model BJ	2062	\$165,000	146	Light Green	None
Model BK	2063	\$168,000	148	Light Yellow	None
Model BL	2064	\$170,000	150	Light Purple	None
Model BM	2065	\$172,000	152	Light Brown	None
Model BN	2066	\$175,000	154	Light Pink	None
Model BO	2067				

Linkage



City of Mobile

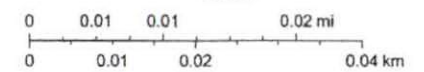


2/29/2024, 3:17:18 PM

Parcel Details

Address

1:566



City of Mobile GIS Department

City of Mobile
City of Mobile



April 24, 2024

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

RE: Request vacate a Portion of the Alleyway (Approx. 20' x 114') Located
Adjacent to and North of 10 Upham Street – West Side of Upham St
North of Dauphin St. Section 20, T4S-R1W

Dear Ms. Coumanis:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

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 "Daryl B. Russell".

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

cc: A. Tyree



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: Upham Street Consent For Vacation Of Alleyway

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 09:23 CDT)

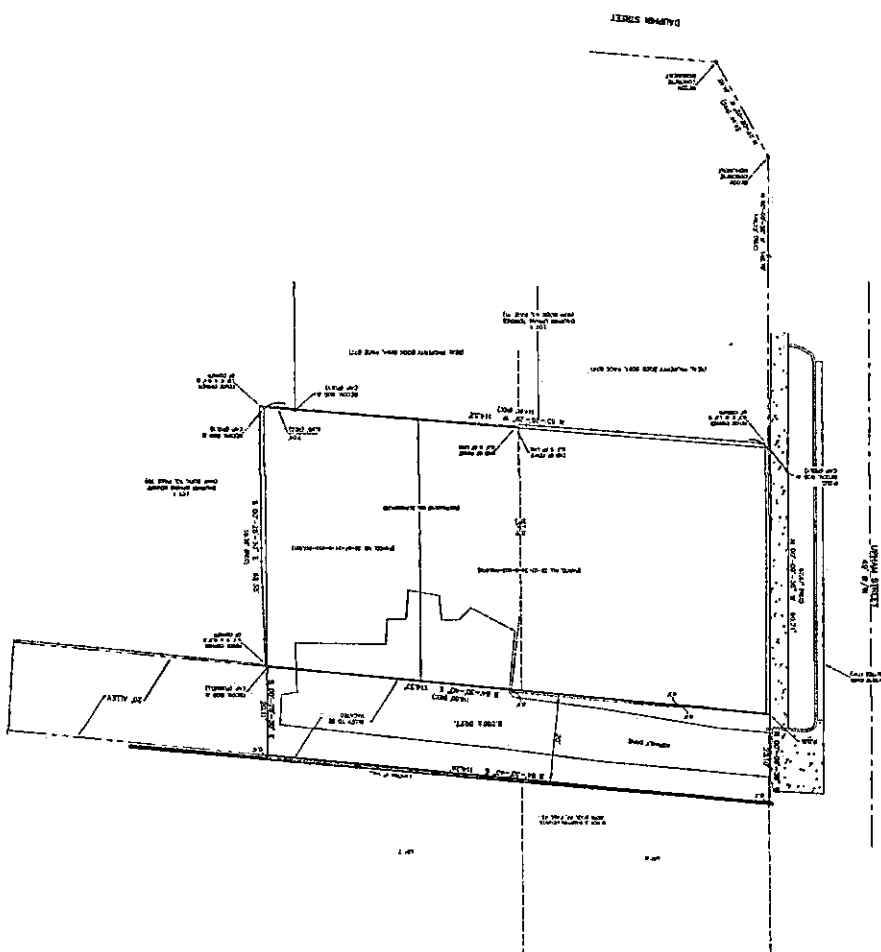
Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF:DRC
cc: Keri Coumanis

Engineering Approval: 
RJ

Systems Planning Approval: 
WM

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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 off of Upham St, as described in the attached survey of March 12, 2024. 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

Katrina Bartlett

Subject: FW: Upham St; consent for vacation of alleyway

From: Rodriguez, Robert <Robert_Rodriguez2@comcast.com>
Sent: Friday, August 23, 2024 2:52:57 PM
To: Keri Coumanis <KRC@helmsinglaw.com>
Cc: Katrina Bartlett <KHB@helmsinglaw.com>
Subject: RE: Upham St; consent for vacation of alleyway

Keri,

Comcast will consent to the vacation on the condition that Mr. Stratas, any heirs or assigns, agrees to provide access to the Comcast easement area for purposes of servicing its overhead lines, installing and/or repairing existing lines, and adding lines, and/or servicing or maintaining any utility equipment once the alley has been vacated as evidence by a recorded agreement.

Please send over a formal document when able for signature.

Thanks,

Robert Rodriguez
Construction Manager
Areas: Jackson MS, Mobile AL, Houma LA
(251) 753-4428



From: Keri Coumanis
Sent: Thursday, April 11, 2024 2:51 PM
To: Russell, Daryl B. <DRUSSELL@mawss.com>; aldionne@mawss.com; Rodriguez, Robert <Robert_Rodriguez2@comcast.com>; Lachowicz, Chester L. <CLLACHOW@southernco.com>; brad.sadler@att.com; Valerie.Barrett@SpireEnergy.com
Subject: Upham St; consent for vacation of alleyway

Good afternoon,

I am seeking consents to the vacation of the western half of the alleyway running between Fulton and Upham St.

The adjacent properties are:

Parcel Key: 00785528
Parcel ID: R022907240003066.000
Parcel Owner: STRATAS MARY N & CHRIS STRATAS

Parcel Key: 12900100
Parcel ID: R022907240003066.001

Parcel Owner: STRATAS MARY N & CHRIS STRATAS
10 UPHAM ST UNIT A
MOBILE , AL 36607

Parcel Key: 00785500

Parcel ID: R022907240003063.000

Parcel Owner: GULF COAST CHAPTER NECA
2058 DAUPHIN ST
MOBILE , AL 36606

The attached drawings illustrate that portion of the alleyway to be vacated. We are still negotiating with the property owners to vacate that portion of the alleyway behind 2058 Dauphin St; however, for the purposes of your review, please consider that portion of the alley as a potential vacation.

Please send any comments, concerns, and approval (or disapproval) to the vacation at your earliest convenience.

Thank you,

Keri

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

CITY OF NEW YORK

2024 AUG 27 AM 8:02