



AGENDA

Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Thursday, January 2, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

Pastor Tony Legear, Public Safety Chaplain

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

December 17, 2024

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

Request of D J Larry for a waiver of the Noise Ordinance at 650 St. Francis Street on

January 4, 2025, from 2:00 p.m. - 9:00 p.m. (District 2).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Nija Hill - request funding for the Chavan Network.

John Young - trans books in public libraries.

Apostle Valenia Green - homeless and disabled situation in Mobile.

Raymond Cook, Jr. - solutions for homeless situation in Mobile.

Rev. Rey Bourn - homeless situation in Mobile.

Sabrina Mass - abuse of power, lawsuits, and insulting tax payers.

11. ORDINANCES HELD OVER

01-066 Ordinance to amend the City of Mobile, Alabama Municipal Code to establish the General Fund Reserves (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

12. CIP RESOLUTIONS HELD OVER

13-1247 Authorize change order #2 with Parten Smith, Inc., for asphalt work at Westside Park, \$151,342.61 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1248 Authorize contract with Jaguar Consulting, LLC for Westside Park ballfield and parking lighting improvements; \$69,000.00 (sponsored by Councilmember Woods and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

13. RESOLUTIONS HELD OVER

01-1249 Authorize Agreement with PM Group, Inc. for strategic communication services (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

04-1250 Authorize Civic Center financing bonds reimbursement (sponsored by Mayor Stimpson) (submitted by Scott Collins, Finance Dept.).

08-1251 Approve purchase order to K & K Systems, Inc. for LED sign boards for Public

Services; \$20,171.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1252 Approve purchase order to North American Fire Equipment Co., Inc. for variable-speed positive-pressure fans for MFRD; \$40,106.08 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1253 Approve purchase order to STONS, Inc. for annual renewal of [monday.com](https://www.monday.com) software for MPD; \$73,242.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1254 Approve order to Thompson Tractor Co., Inc. for standby generator for MPD; \$69,395.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1255 Approve purchase order to Wisperkool for portable air conditioning and heating unit for Tennis Center; \$41,350.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1256 Authorize contract with Mary Ann Merchant for 2025 Municipal Election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

37-1258 Consider the application of Salute MedTrans, LLC to operate a non-emergency medical transport service (submitted by Lisa C. Lambert, City Clerk).

40-1259 Authorize the sale of City-owned property located at 76 Beauregard Street, not now needed for public or municipal purposes (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Laura Angle, Grants Dept.).

40-1260 Accept deed for right-of-way and permanent drainage easement on Parkway Drive for the 2024 CIP Resurfacing Project (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Dept. and Carleen Stout-Clark, REAM Dept.).

47-1261 Consider assenting to the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street (sponsored by Councilmember Penn).

47-1262 Consider a vacation fee as a condition of the vacation of a portion of an alley adjacent to property located at Dauphin Heights and Upham Street; \$5,737.97 (sponsored by Councilmember Penn).

60-1263 Authorize Settlement Agreement and Release of Claims; Cawthon (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-001 Appoint Morgan Carroll to the Mobile City-County Youth Council (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

03-002 Concur in the appointment of Chad Brown to the Infirmary Health System Special Care Financing Authority (sponsored by City Council) (submitted by Lisa C. Lambert, City Clerk).

31-003 Authorize the Mayor to apply, accept and receive a grant from NOAA FY25 Marine Debris Interception Technologies; \$148,840 (No local match) (sponsored by Mayor Stimpson) (submitted by Rosemary Ginn, City Engineer).

37-004 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to Speed Stop; 2909 Springhill Ave. (sponsored by Councilmember Penn).

37-005 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to P S Taco Co.; 5000 Rangeline Crossing Drive (sponsored by Councilmember Reynolds).

37-006 Recommend approval to the ABC Board for issuance of a Special Retail More than 30 Days License to Clover Club; 2402 Clubhouse Drive (sponsored by Councilmember Gregory).

37-007 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Eminence Combat Championship; 1035 Cody Rd. (sponsored by Councilmember Gregory).

37-008 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Himalayan Nepali Cuisine; 312 Schillinger Rd. (sponsored by Councilmember Gregory).

60-009 Approve award of special bonus to the Administrative Services Employee of the Month; Thomas (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

15. CIP RESOLUTIONS BEING INTRODUCED

08-010 Approve purchase order to Graybar Electric Co., Inc. for LED luminaires for

Traffic Engineering; \$304,743.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-011 Authorize change order No.2 with John G. Walton Construction Company, Inc. for 2018 PAYGO N. McGregor Ave.; \$79,492.90 increase (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Dept.).

16. RESOLUTIONS BEING INTRODUCED

01-012 Authorize Cost Sharing Agreement with Park Building, LLC for Wet Willis Sidewalks; \$160,887.78 (sponsored by Councilman Carroll and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Dept.).

08-013 Approve purchase order to Hardy Chevrolet Buick GMC for Chevrolet Tahoes for MPD; \$100,728.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-014 Approve purchase order to Imperial Bag and Paper Co., Inc. for recycling totes with City logo for Public Services; \$30,150.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-015 Approve purchase order to Sunbelt Fire, Inc. for electrical harness for ladder truck for MFRD; \$20,787.92 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-016 Transfer funds from Trimmier Park Football Stadium to CIP Parks Taylor Center & Pool; \$1,000,000 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

09-017 Transfer funds from Capital Project 2025 RTOP GRANT MATCH to Project RTOP 2025 for grant match for traffic signal improvements (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

21-018 Authorize contract with TTL, Inc. for 2025 CIP Eslava Creek (Lleyne Ave. to Montlimar); \$245,000.00; (sponsored by Councilman Daves and Mayor Stimpson) (submitted by Rosemary Ginn, Engineering Dept.).

60-019 Authorize Settlement Agreement and Release of Claims; Lynn Burns (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-020 Authorize Settlement Agreement and Release of Claims; Vick (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

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

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

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

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

Name of Applicant: D. J. Larry

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: _____

Organization (if applicable) Kappa Alpha Psi Fraternity

Mailing Address of Applicant _____

Telephone No. _____ E-mail address djlarry@comcast.net

Location or address of event where amplification will be used:

650 Saint Francis St.

Date of Event: 1/4/25 Starting Time: 2:00 p.m. Ending Time 9:00 p.m.

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

Type of Event: _____

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Tuesday, December 17, 2024 2:43:49 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, December 17, 2024 2:11 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Nija Hill
Date To Address Council: 2024-12-24
Address: 600 McDonough street
Email: mothersinvolved2023@gmail.com
Phone: 2514818970
Subject And Specific Questions: Proposal
Pertain To City Business: Citizens of mobile
Signature: Nija Hill
Signature Verify: X
Agree: X
Date Submitted: 2024-12-17 14:11:23

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

From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, December 19, 2024 11:33:41 AM

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

Name: John C Young

Date To Address Council: 2024-12-24

Address: 4261 Sulin Ct

Email: jyhere2stay@yahoo.com

Phone: 2515134179

Subject And Specific Questions: Trans books in public libraries.

Pertain To City Business: The city partially funds public libraries.

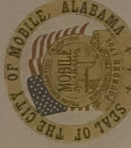
Signature: John C Young

Signature Verify: X

Agree: X

Date Submitted: 2024-12-19 11:33:35

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



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: Raymond Cook, Jr. Date: 12.19.24

Address: 407 S. Codrington St.

Phone: (251) 396-0414 Email: rdcook@outlook.co

Date to Address City Council: 12.24.24

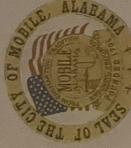
Subject and/or specific questions (must complete):

Homeless in Mobile and homeless solutions

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

It address the needs of the citizens in
Mobile

Signature: [Signature]



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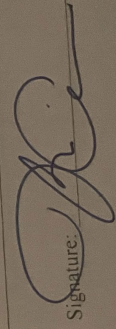
Date to Address City Council: 12.24.24

Subject and/or specific questions (must complete):

Homeless in Mobile and homeless solutions

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Mobile

Signature: 



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Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name:

Rev. Ray Bam Date: 12.19.24

Address:

603 Delaware St

Phone:

(251) 322.8540 Email: valenagreen@gmail.com

Date to Address City Council:

12.24.24

Subject and/or specific questions (must complete):

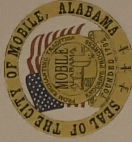
The homeless situation in the city of Mobile

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

It concerns the unhoused citizens of Mobile in
the city limits

Signature:

LR7



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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 Valeria Green Date: 12.19.24
Address: 1003 Delaware St.
Phone: (251) 322-8540 Email: Valeriagreen@gmail.com
Date to Address City Council: 12.24.24

Subject and/or specific questions (must complete):

The homeless situation in the city of Mobile
and the disabled.

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

If concerns the unhoused citizens of Mobile
in the city limits.

Signature: [Signature]

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, December 26, 2024 5:30:54 PM

Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, December 26, 2024 12:54:04 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Sabrina Mass

Date To Address Council: 2025-01-02

Address: 1050 Belvedere Circle West

Email: texast750@gmail.com

Phone: 251 656 4049

Subject And Specific Questions: Abuse of power lawsuits insulting tax payers

Pertain To City Business: Tax payer

Signature: Sabrina Mass

Signature Verify: X

Agree: X

Date Submitted: 2024-12-26 12:54:04

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

AN ORDINANCE AMENDING THE CITY OF MOBILE, ALABAMA, MUNICIPAL CODE TO ESTABLISH THE GENERAL FUND RESERVES, TO SPECIFY THE DESCRIPTION AND AMOUNT OF GENERAL FUND RESERVES TO BE HELD BY THE CITY, AND TO REGULATE THE USE AND ADMINISTRATION OF RESERVE FUNDS.

Sponsored by: William S. Stimpson

WHEREAS, pursuant to Title 11, Chapter 44C, Section 51 (11-44C-51) of the Code of Alabama the City of Mobile annually maintains an operating reserve fund in an amount equal to two (2) percent of the city's most recently adopted annual general fund budget; and

WHEREAS, City of Mobile Policy ACC-001-14, approved on August 28, 2014, and amended on October 10, 2019, provides, in part, that the city's reserve fund balance shall be funded and maintained at an amount equal to 16.66 percent of budgeted general fund revenues; and

WHEREAS, the City of Mobile, in accordance with Policy ACC-001-14 currently does maintain annually a reserve balance equal to 16.66 percent of the budgeted general fund revenues, including the two (2) percent "Zoghby-Marietta Act" required reserve funds; and

WHEREAS, the City of Mobile desires to strengthen its 16.66 percent total reserve fund balance administrative policy by amending the City of Mobile municipal code to formally establish this reserve fund by municipal ordinance; and

THEREFORE, BE IT ORDAINED BY THE CITY OF MOBILE, ALABAMA, CITY COUNCIL that Chapter 2, Article 1, Section 2-2, entitled "General Fund Reserves", is hereby created and shall read as follows:

SECTION I.

The General Fund Reserves are intended to maintain available adequate financial resources to address an unavoidable revenue shortfall, an emergency event, or to meet a requirement of financial indebtedness after all other resources and remedies available to satisfy the indebtedness have been exhausted.

An unavoidable revenue shortfall shall mean a projected reduction of five (5) percent or greater in budgeted general fund revenues for the current or subsequent fiscal year when compared to the previous or current fiscal year. An emergency event shall mean a natural disaster or man-made disaster endangering the safety and/or health of the general public within the city's police jurisdiction.

The General Fund Reserves shall be held, maintained, and recognized separately and apart from any unassigned fund balance or other undesignated fund balance and shall be maintained in an amount equal to 16.66 percent of the budgeted general fund revenues of the most recently adopted annual general fund budget. The General Fund Reserves shall include the two (2) percent reserve balance as required by Section 11-44C-51 of the Code of Alabama.

The General Fund Reserves balance shall at no time fall below the specified 16.66 percent of the general fund revenues, as described herein, without a Resolution upon recommendation by the

mayor and approved by the city council describing, in detail, the circumstances requiring the use of General Fund Reserve cash resources. The same Resolution shall also describe the specific funding source or method for restoring the General Fund Reserve and the schedule of restoration of the General Fund Reserve.

SECTION II. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict are hereby repealed.

SECTION III. EFFECTIVE DATE: The effective date of this Ordinance shall be in force and effect from and after its adoption and publication.

SECTION IV. PUBLICATION: A copy of this ordinance shall be published pursuant and according to law, after its adoption.

Adopted:

City Clerk

RESOLUTION

2025

Sponsored by Mayor William S. Stimpson and Councilmember 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 Change Order #2, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of \$151,342.61 will be added to the original contract amount of \$277,042.54, which includes a sum of \$17,042.54 from Change Order #1. A copy of said contract is on file in the office of the City Clerk.

Name of Company: PARTEN SMITH, INC.

Project Name: WESTSIDE PARK – PARKING & ACCESSIBILITY
UPGRADES

Project Number: PR-009-23

Amount: \$151,342.61

Adopted:

City Clerk

#5057

CAPITAL CONTRACT SUMMARY SHEET

PROJECT NAME: WESTSIDE PK-PARKING & ACCESSIBILITY UPGRADES

CAPITAL PROJECT # C0790; CIP WESTSIDE PK ADA & PARKING

DATE OF RECEIPT _____

DEPT. PROJECT# PR-009-23

PROJECT DESCRIPTION TO INCREASE THE CURRENT CONTRACT BY \$151,342.61
FOR ADDITIONAL ASPHALT WORK NOT INCLUDED IN ORIGINAL CONTRACT.

CONTRACT AMOUNT \$151,342.61

VENDOR NAME: PARTEN SMITH, INC.

VENDOR NUMBER: 296459

DEPT # 3032

DEPT NAME Architectural Engineering Department

CONTRACT ADMINISTRATOR Cassie Boatwright, Director of Real Estate Asset
Management

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Performance-Contributed Construction (Unit Price)* **Construction****

Contractual Non Contractual ROW (Acquisitions)

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N___ 5% of the 1st 50%; or

If different, indicate special rate _____

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

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

Prepared by: Brenda Parker **Date** DECEMBER 10, 2024

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESSIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number two (2) to contract with Parten Smith, Inc. dated 11/12/24, 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, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Will Mastin

[Will Mastin \(Dec 6, 2024 11:43 CST\)](#)

Will Mastin, Project Manager
Architectural Engineering Department

C. Boatwright

Cassie Boatwright, Director
Real Estate Asset Management

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT

DEPT. 3032

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH, INC.

V#296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 151342.61 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING

to contract# 5057.

Total amount of Change Order: \$ 151,342.61

Current contract amount: \$ 277,042.54

Revised contract amount: \$ 428,385.15

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL ASPHALT WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

C. Brad Pitt
Approval signature



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 002

Date: November 12, 2024

OWNER: (Name and address)
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: (Name and address)
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: (Name and address)
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$277,042.54, which included change order #001 in the amount of \$17,042.54. Additional work to include:

· Asphalt existing gravel road requested by Owner - 4598 cy - \$151,342.61·

The original Contract Sum was	\$ 260,000.00
The net change by previously authorized Change Orders	\$ 17,042.54
The Contract Sum prior to this Change Order was	\$ 277,042.54
The Contract Sum will be increased by this Change Order in the amount of	\$ 151,342.61
The new Contract Sum including this Change Order will be	\$ 428,385.15

The Contract Time will be increased by thirty-five (35) days.

The new date of Substantial Completion will be December 23, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC

ARCHITECT (Firm name)

Chris Lieb

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE

12/06/2024

DATE

Parten Smith, Inc.

CONTRACTOR (Firm name)

Robert Parten (Dec 6, 2024 11:26 CST)

SIGNATURE

Robert D. Parten, Sr., Vice-President

PRINTED NAME AND TITLE

12/06/2024

DATE

City of Mobile

OWNER (Firm name)

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE

DATE

ATTEST:



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #2 Letter - West Side Park Improvements

Shannon,

The submitted Change Order 02 from the contractor was for paving the existing gravel road in asphalt. This will allow for smoother and cleaner access to the park and less future maintenance.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lieb', written over a light blue horizontal line.

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/13/24

SUBJECT: Change Order #002 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$277,042.54 which includes an increase of \$17,042.54 from Change Order #1.

The attached Change Order will increase the Contract Sum by \$151,342.61 for additional asphalt work not included in the original contract.

It will increase the Contract Time by thirty-five (35) days.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

From: [Mastin, Will](#)
To: carl@psinc.biz
Cc: [McIntyre, Shannon](#); [Boatwright, Cassie](#)
Subject: Westside Park Parking and ADA Improvements - Possible Change Order- Asphalt
Date: Friday, September 20, 2024 3:43:37 PM
Attachments: [Westside Site Plan Asphalt.pdf](#)
[Outlook-yopnrx4r.png](#)

Carl,

attached is the sketch for the area of proposed addition of new asphalt at Westside Park. As we discussed earlier the City would like to get an estimate from you to re-pave the drive around the fields adjacent to where you will be building the new parking areas. I am sending you a sketch that illustrates the area that we would like to get a quote to apply new asphalt.

This would be a change order to the scope of work from the Bid that you have provided us already. We would like to utilize the existing gravel and asphalt road bed as the base for the new paving. If there are areas where that is insufficient or for proper grading, we would need to provide new base rock.

Please use the detail already provided for "Standard Duty Asphalt Paving" on sheet C8.0 for the existing Bid documents for this project. Let me know if you have any questions or comments for this request. We appreciate your help with this project.

_Will Mastin

Will Mastin

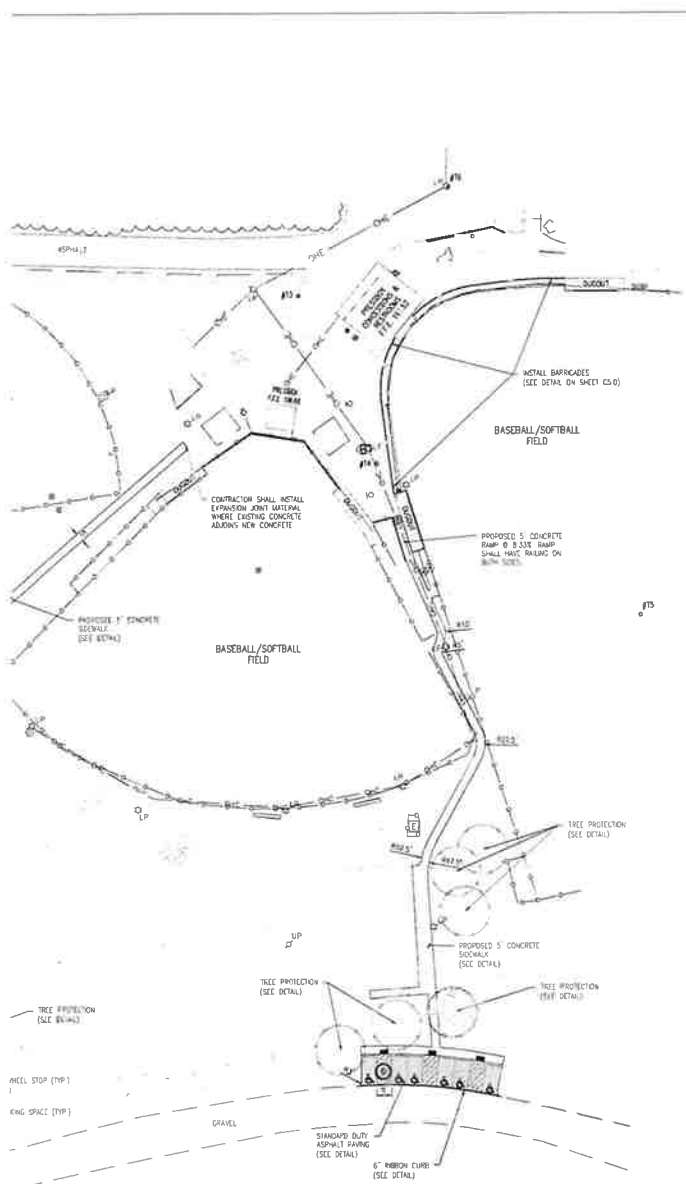
Project Manager

City of Mobile, Architectural Engineering Department

(251)208-6035 office

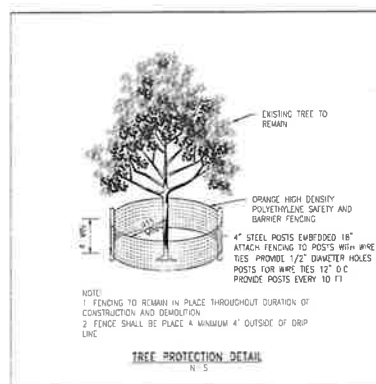
(251)406-2678 cell





NOTES:

1. SEE SHEET C2.2 FOR GENERAL NOTES



LEB ENGINEERING COMPANY 1290 MAIN STREET, SUITE E DAPHNE, AL 36526 PH: (251) 978-9779	NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER. ALABAMA LICENSED ENGINEER, CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204 ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4939				WESTSIDE PARK SITE PLAN MOBILE, AL OWNER: CITY OF MOBILE		
	JOB NUMBER	DRAWN BY: <u>NJB</u>	DATE: <u>06/13/2024</u>	SCALE: <u>1"=40'</u>	SHEET NUMBER	C4.0	
	2023-110	CHECKED BY: <u>CJL</u>	APPROVED BY: <u>CJL</u>	ENGR: <u>CJL</u>	4 OF 8		

09/05/2024

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602

will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 02				
Asphalt Drive (4598 SY), Base (125 Ton)				
Description	Qty	Unit	Unit Price	Total Price
Asphalt	1	LS	\$ 125,425.10	\$ 125,425.10
Parten Smith Mark-Up on Sub Cost (10%)	1	LS	\$ 12,542.51	\$ 12,542.51
Base Material (Installed by Parten Smith, Inc.)	1	LS	\$ 13,375.00	\$ 13,375.00
Subtotal				\$151,342.61

If approved, Parten Smith, Inc. also requests a time extension of five (5) weeks from date of approval.

Change order cost includes the cost of materials and labor for the requested changes to the asphalt driveway around the park per the email and sketch sent on 9/20/2024.

Base material is estimated at 125 ton. The price per ton is \$107.00 and will be billed at the quantities delivered to the site.

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	



Jubilee Construction Services

P.O. Box 2561

Mobile, AL 36652

251-219-7963

office@jcsal.com

Estimate

Name / Address
DJ Parten Parten Smith Inc P O Box 189 St. Elmo, AL 36458

Date	9/24/2024
------	-----------

Estimate Expires	10/24/2024
------------------	------------

Estimate #	JCS1953
------------	---------

		Project	
		West Side Park Overlay	
Qty	Description	Rate	Amount
4,598	Asphalt Paving : approx 41,380 Sq Ft of drive lane resurfaced. 424-A, 3/4" Agg @ 220# per Syd of wearing surface. Custom Service: Remove debris, Layout and prep for paving	24.33	111,869.34
	Mobilization	1,300.00	1,300.00
		2,600.00	2,600.00
4,598	Bituminous Treatment A	2.10	9,655.80
		Total	\$125,425.14

Accepted By / Date: _____



08.07.2024

To Whom It May Concern:

Attached to this memo is an agreement between the West Side Park and the City of Mobile, enabling PARTEN SMITH INC to accept and receive CIP funds in the amount of \$260,000.00 from the City to Parking & Accessibility Upgrades for the project titled "West Side Park - Parking & Accessibility Upgrades."

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

We look forward to continued communication on this important CIP-funded project. Please call me with questions at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org.

Respectfully,

McIntyre, Shannon
251-208-7635

CHANGE ORDER NUMBER 002
DATE

PROJECT NAME AND NUMBER West Side Park - Parking & Accessibility Upgrades PR-009-23

AT 1001 Schillinger Road South

TO PARTEN SMITH INC
8765 BEVERLY RD EXT
IRVINGTON, AL 36544

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your Contract dated 8/27/2024 12:00:00 AM

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, time, and equipment to:

Estimated Over Run (Attachment "A")	
Estimated Under Run (Attachment "B")	
Additional Items (Attachment "C")	
Original Contract Price	\$260,000.00
Net total of Previous Change Orders	\$ 0.00
Previous Revised Contract	\$260,000.00
THIS CHANGE ORDER NUMBER 002	\$151,342.61
Revised Contract Price this Date	\$411,342.61
Original End Date	12/31/24
Number of days increase	35
New Substantial Completion date	

As agreeing to do the work based on the attached Original Contract, Justification Form, Consultant Validation, Contractor Estimate, Cost Impact, Attachments A, B & C (for everyone but A/E)

Change Order Document, Cost Impact Document, Consultant Recommendation/Validation, Contractor Quote/Estimate

BY:

Mayor

ATTEST:

City Clerk

Date

ACCEPTED BY:

PARTEN SMITH INC

Notary

Witness

Date

21-794

2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember 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 though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Parten Smith, Inc.

Project Name: CIP Westside Park - Parking & ADA Improvements

Project Number: PR-009-23

Amount: \$260,000.00

AUG 27 2024

Adopted:



ASSISTANT

City Clerk

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

27th August
AGREEMENT made as of the day of in the year 2024
(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)

Parten Smith, Inc.
P.O. Box 189
St. Elmo, AL 36568
City of Mobile Business License Number: 112160
Secretary of State Registration Number: 000-290-106

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

Westside Park Parking & Ada Improvements
7600 Hitt Road
Mobile, Alabama 36695
PR-009-23
The work of this contract consists of providing and installing new concrete sidewalks and parking.

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

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

Lieb Engineering Company, LLC
1290 Main Street
Suite E
Daphne, AL 36526

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:

(1798714997)

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 seventy (70) 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)

Init.

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 and Sixty Thousand and 00/100 (\$ 260,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$233,200.00

Contingency Allowance: \$10,000.00

Total Bid: \$243,200.00

Alternate: \$16,800.00

Total Contract Sum: \$260,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1	\$16,800.00

(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)
Unit Price #1: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$15.00
Unit Price #2: Demolition of one (1) cy existing concrete. Include labor, equipment, and haul off.	CY	\$5.00
Unit Price #3: Provide and install one (1) cy asphalt per drawings. Include excavation, fill, compaction, grading, disposal, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$75.00

Init

Unit Price #4: Demolition of one (1) cy existing CY
asphalt. Include labor, equipment, and haul off.

\$5.00

§ 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.

§ 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;

Init.

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- .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:

Init.

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 Parten Smith, Inc. has completed the contract for PR-009-23, Westside Park Parking & Ada Improvements, 7600 Hitt Road Mobile, Alabama 36695. 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

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(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:

(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)

Carl Hanke, Estimator
P.O. Box 189
St. Elmo, AL 36568
Carl@psinc.biz
251-957-1555

§ 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;

Init.

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- .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
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
 - Included or X Not Applicable.
 - I. Underground Hazard:
 - Included or X Not Applicable.

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- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage

- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .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).

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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
C1.0	Title Sheet	June 12, 2024
C2.0	Civil Engineering Notes	June 12, 2024

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C3.0	Existing Conditions and Demolition Plan	June 12, 2024
C4.0	Site Plan	June 12, 2024
C5.0	Grading Plan	June 12, 2024
C6.0	Erosion Control Plan	June 12, 2024
C7.0	Detail Sheet	June 12, 2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 12, 2024
Section 01210	Allowances	June 12, 2024
Section 01220	Unit Prices	June 12, 2024
Section 01320	Construction Progress Documentation	June 12, 2024
Section 01330	Submittal Procedures	June 12, 2024
Section 01635	Substitution Procedures	June 12, 2024
Section 01700	Execution Requirements	June 12, 2024
Section 01731	Cutting and Patching	June 12, 2024
Section 01770	Close out Procedures	June 12, 2024
Section 01783	Project Record Documents	June 12, 2024

.5 Addenda, if any:

Number	Date
Addendum No. 1	06/24/2024
Addendum No. 2	07/02/2024

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

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Section 00600

Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702and G703
with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form

Section 00700

General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not

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and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Parten Smith, Inc.

W. Stimpson
OWNER (Signature)

[Signature]
CONTRACTOR (By Signature)

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

Robert D. Parten, Sr., Vice President
(Printed name and title)



ATTEST:

Lana Papenbach
City Clerk

ASSISTANT

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Robert D. Parten, Sr. as Vice President of Parten Smith, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 25th day of July, 20 24.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/20/27

MATTHEW J COOK
Notary Public
Alabama State at Large

My Commission Expires
September 20, 2027

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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633, hereinafter called the Owner, in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: BO Parten ST

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: _____
(Signature)

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

Resident Agent: _____
(Signature)

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

Company Name: Cobbs Allen

Address: 115 Office Park Drive

Birmingham, AL 35223

Phone and Fax: 205-874-1315

Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the City of Mobile, P. O. Box 1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: ROBERT S. V.

SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: [Signature]
(Signature)

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

Resident Agent: [Signature]
(Signature)

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

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

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

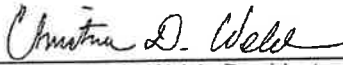
Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:


Christina D. Welch, President
FCCI Insurance Company




Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

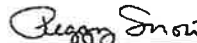
State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



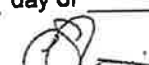
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027


Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____


Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc
Address	P.O. Box 189 St. Elmo, AL. 36568
Telephone	251-957-1555
E-Mail	clauger@psinc.biz

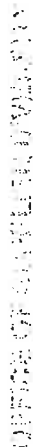
RFP/RFQ Solicitation Number	PR-009-23
Project Description	Westside Park - Parking and ADA Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 19 Female 2 Minority 10 Non-minority SDVO
Total #of Employees	31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert D. Parten, Sr.
Signature:
Title: Vice President
Date: 7-10-2024

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: Carl Hanke
Email: Carl@psinc.biz
Title: Estimator
Phone: 251-957-1555



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

CITY OF MOBILE

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Parten Smith, Inc. Your Bid/Proposal Amount \$ 243,200 Date: _____
07/10/2024 Description Westside Park - Parking and ADA Improvements
 Name of Bidder/Proposer: Robert D. Parten Sr.

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: Robert D. Parton Sr.

Contact Person: Carl Henke Phone 251-957-1855 Email Carl@psiac.biz

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

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



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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



Parten Smith Inc.	
Entity ID Number	000-290-106
Entity Type	Domestic Corporation
Principal Address	4612 GOLD DR MOBILE, AL 36619
Principal Mailing Address	4612 GOLD DR MOBILE, AL 36619
Status	Exists
Place of Formation	Mobile County
Formation Date	10/18/2013
Registered Agent Name	PARTEN, CANDICE M
Registered Office Street Address	4612 GOLD DR MOBILE, AL 36619
Registered Office Mailing Address	4612 GOLD DR MOBILE, AL 36619
Nature of Business	CONSTRUCTION/CONTRACTOR
Capital Authorized	100 @ \$.01 PV
Capital Paid In	
Directors	
Director Name	PARTEN, CANDICE M
Director Street Address	4612 GOLD DR MOBILE, AL 36619
Director Mailing Address	4612 GOLD DR MOBILE, AL 36619
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Incorporator Mailing Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Annual Reports	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023 2024
Scanned Documents	
Per Use Document Types	
Document Date / Type / Pages	10/29/2013 Certificate of Formation 4 pgs.



Company ID Number: 1153468

Approved by:

Employer Parten Smith Inc.	
Name (Please Type or Print) Candice M Parten	Title
Signature Electronically Signed	Date 12/22/2016
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/28/2016



Company ID Number: 1153468

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Parten Smith Inc.
Company Facility Address	8765 Beverly Rd Ext Irvington, AL 36544
Company Alternate Address	PO Box 189 St Elmo, AL 36568
County or Parish	MOBILE
Employer Identification Number	463978998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



PARTSMI-01

AJONES

DATE (MM/DD/YYYY)
8/7/2024

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609		CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:		
INSURED Parten Smith, Inc. 8765 Beverly Rd. Extension Irvington, AL 36544		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : United Specialty Insurance Company		12537
		INSURER B : Auto-Owners Insurance Company		18988
		INSURER C : Alabama Home Builders		NONE
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	☒	☒	ATN2418203	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:						PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY	☒	☒	5529460100	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR	☒	☒	BTN2411230	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐	☐	001-2024-34989-00	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☐ N/A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Automobil			5529460100	5/21/2024	5/21/2025	Included 200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Westside Park Parking & Ada Improvements
Project Number: PR-009-23

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

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

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

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH, INC. V#296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 17042.54 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING
to contract# 5057.

Total amount of Change Order: \$ 17042.54

Current contract amount: \$ 260,000.00

Revised contract amount: \$ 277,042.54

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR

ADDITIONAL SCOPE OF WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number one (1) to contract with Parten Smith, Inc. dated 11/12/24, 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, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.

Will Mastin, Project Manager
Architectural Engineering Department

Cassie Boatwright, Director
Real Estate Asset Management

Change Order

PROJECT: *(Name and address)*
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: October 29, 2024

OWNER: *(Name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(Name and address)*
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: *(Name and address)*
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$260,000.00, including a \$10,000.00 contingency allowance. \$10,000.00 Contingency allowance and an additional \$17,042.54 change order to include additional work:

- Additional ADA access concrete walk, 6" concrete header, concrete flume, and gutter - \$13,500.00
- Additional concrete steps, paving, and handrail at dugout, and curbing at parking area - \$8,187.54
- Additional concrete at concession stand and dugout - \$5,355.00

The original Contract Sum was	\$	260,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	260,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,042.54
The new Contract Sum including this Change Order will be	\$	277,042.54

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be November 18, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC
ARCHITECT *(Firm name)*

Parten Smith, Inc.
CONTRACTOR *(Firm name)*

City of Mobile
OWNER *(Firm name)*

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE

DATE

SIGNATURE

Robert D. Parten, Sr., Vice-
President

PRINTED NAME AND TITLE

DATE

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE

DATE



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #1 Letter – West Side Park Improvements

Shannon,

The submitted Change Order 01 from the contractor was for a header curb and concrete flume and additional sidewalk. This additional concrete will help prevent erosion and aid in reducing long term maintenance.

The submitted Change Order 03 from the contractor was for additional concrete between the new ramp and the dugout. This will allow for a cleaner access to the dugout and reduce long term maintenance in the area. The change order also included the replacement of the handrail to the back of the concession stand. This will allow for a much cleaner and consistent end product. The change order also included a curb at one section of the handicap parking. This will divert stormwater around the parking to help with maintenance.

The submitted Change Order 04 from the contractor was for additional concrete between the new sidewalk and the batting cage concrete. The new concrete will eliminate the potential for erosion in the area and additional long term maintenance. The change order also had additional concrete at the concession stand to sawcut at an expansion joint to create a cleaner final product.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lieb', is written over a faint, light blue circular stamp.

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/12/24

SUBJECT: Change Order #001 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$260,000.00, which includes a Contingency Allowance of \$10,000.00.

The attached Change Order will increase the Contract Sum by \$17,042.54: the amount needed after the use of the Contingency Allowance.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Friday, October 18, 2024

Change Order 04

1. Concrete Between Batting Cage and Sidewalk (45 sy)
2. Concrete at the Concession Stand and Buddy Ball Field (25sy)

Description	Qty	Unit	Unit Price	Total Price
Extra Concrete Work as Described Above	1	LS	\$ 5,250.00	\$ 5,250.00
Bond	1	LS	\$ 105.00	\$ 105.00
Subtotal				\$5,355.00

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
			Subtotal	\$8,187.54

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602

will.mastin@cityofmobile.org

Monday, September 30, 2024

Change Order 01				
Sidewalk (400 SF), 6" Header (40 LF), Concrete Flume, Valley Gutter (115 LF)				
Description	Qty	Unit	Unit Price	Total Price
Change Order 01	1	LS	\$ 11,250.00	\$ 11,250.00
Bond	1	LS	\$ 2,250.00	\$ 2,250.00
Subtotal				\$13,500.00

Change order cost includes the cost of materials and labor for the requested changes per the project construction drawings (6/12/24) provided.

Please let us know if you want to proceed as soon as possible.

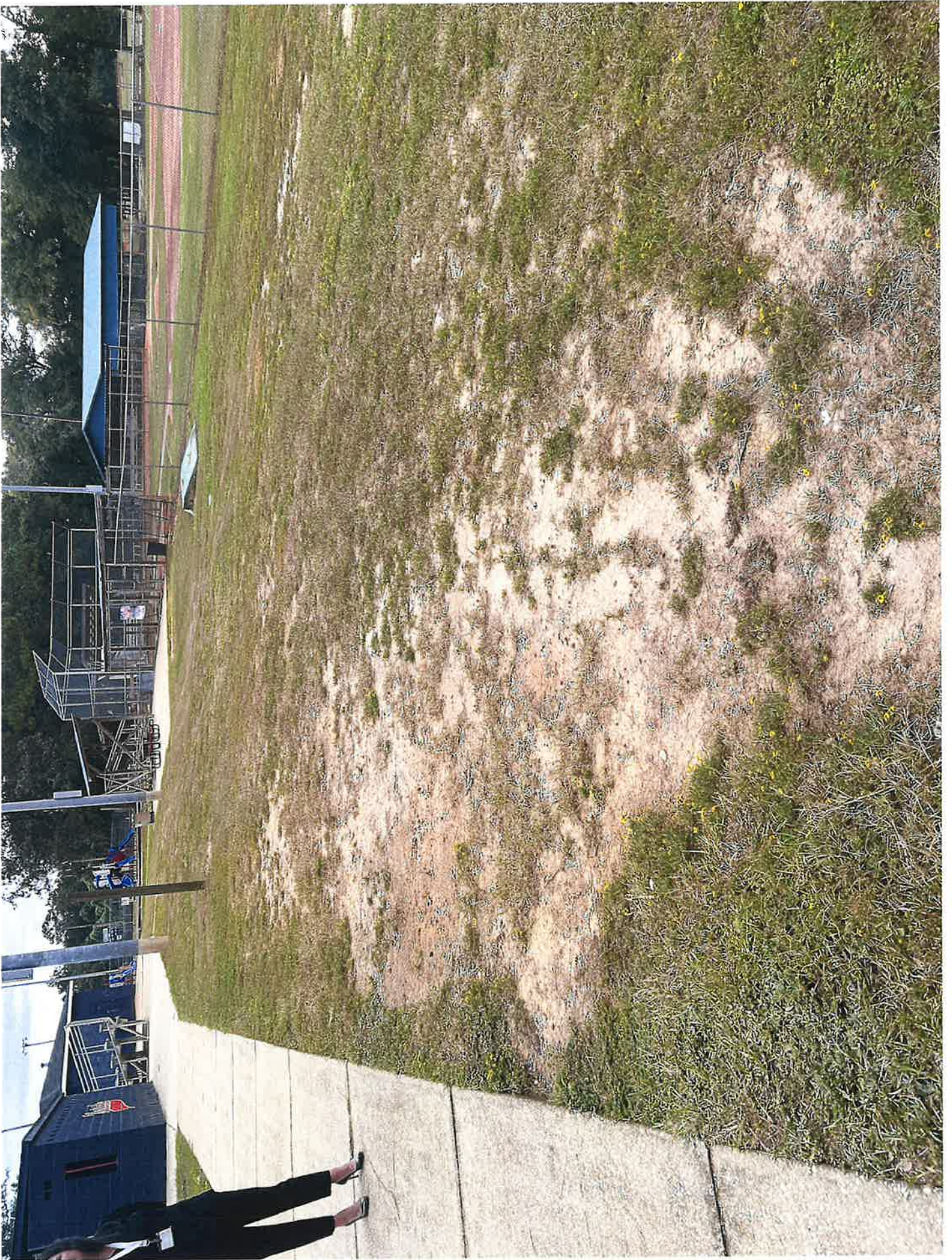
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
			Subtotal	\$8,187.54

Please let us know if you want to proceed as soon as possible.
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	





CAPITAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: CO#1, WESTSIDE PARK-PARKING & ACCESSIBILITY UPGRADES

PROJECT LOCATION: 1001 SCHILLINGER RD., MOBILE, AL 36608

DEPARTMENT PROJECT NUMBER: PR-009-23

CHANGE ORDER #: ONE (1) AMOUNT: \$17,042.54 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 5057

CAPITAL ACCOUNT: C0790 CIP WESTSIDE PARK ADA & PARKING

VENDOR #: 296459 VENDOR NAME: PARTEN SMITH, INC.

Prepared by: BRENDA PARKER Date: 11/13/2024

REVIEWED AND APPROVED BY:

Cassie Boatwright
11/14/2024 12:10 PM
boatwright@cityofmobile.org

Cassie Boatwright
11/19/2024 11:27 AM
boatwright@cityofmobile.org

Nick Amberger
11/19/2024 11:38 AM
nick.amberger@cityofmobile.org

Brenda Rhodes
11/19/2024 04:06 PM
brenda.rhodes@cityofmobile.org

Victoria Shoots
12/01/2024 04:03 PM
victoria.shoots@cityofmobile.org

Ricardo Woods
12/02/2024 05:45 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM A/E DEPT DEPT. 3032

DATE OF REQUEST: 11/12/24

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)

VENDOR NAME: PARTEN SMITH. INC. V# 296459

DISTRICT#: Select Item. 6

DEPT. PROJECT#: PR-009-23

REQUEST: Please ADD (+) \$ 17042.54 from Capital Project#/Title:

C0790 CIP WESTSIDE PARK ADA & PARKING
to contract# 5057.

Total amount of Change Order: \$ 17042.54

Current contract amount: \$ 260,000.00

Revised contract amount: \$ 277,042.54

Comments: TO INCREASE THE CONTRACT SUM BY THE ABOVE AMOUNT FOR
ADDITIONAL SCOPE OF WORK NOT INCLUDED IN ORIGINAL CONTRACT.

BRENDA PARKER
Employee signature

C. B. Parker
Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: WESTSIDE PK- PARKING & ACCESIBILITY UPGRADES
PROJECT LOCATION: 1001 SCHILLINGER RD., S., MOBILE, AL 36608
DISTRICT #: 6
PROJECT #: PR-009-23
CAPITAL PROJECT # & NAME: C0790; CIP WESTSIDE PK ADA & PARKING
CONTRACT #: 5057
VENDOR NAME: PARTEN SMITH, INC.
VENDOR #: 296459

The attached change order number one (1) to contract with Parten Smith, Inc. dated 11/12/24, 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, allowances, etc.
- ☒ 5. See attached Memo.
- ☐ 6. Other:

REMARKS: Prices and quantities are fair and reasonable and are recommended.



Will Mastin, Project Manager
Architectural Engineering Department



Cassie Boatwright, Director
Real Estate Asset Management

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)*
Westside Park - Parking and ADA
Improvements
1001 Hitt Road
Mobile, Alabama 36695

CONTRACT INFORMATION:
Contract For: Construction

Date: August 27, 2024

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: October 29, 2024

OWNER: *(Name and address)*
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633

ARCHITECT: *(Name and address)*
Lieb Engineering Company, LLC
1290 Main Street, Suite E
Fairhope, Alabama 36526

CONTRACTOR: *(Name and address)*
Parten Smith, Inc.
P.O. Box 189
St. Elmo, Alabama 36568

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The total contract amount for the subject project is \$260,000.00, including a \$10,000.00 contingency allowance. \$10,000.00 Contingency allowance and an additional \$17,042.54 change order to include additional work:

- Additional ADA access concrete walk, 6" concrete header, concrete flume, and gutter - \$13,500.00
- Additional concrete steps, paving, and handrail at dugout, and curbing at parking area - \$8,187.54
- Additional concrete at concession stand and dugout - \$5,355.00

The original Contract Sum was	\$	260,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	260,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,042.54
The new Contract Sum including this Change Order will be	\$	277,042.54

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be November 18, 2024

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lieb Engineering Company, LLC
ARCHITECT *(Firm name)*

Chris Lieb

SIGNATURE

Chris Lieb, PE

PRINTED NAME AND TITLE

11/14/2024

DATE

Parten Smith, Inc.
CONTRACTOR *(Firm name)*

Rosa

SIGNATURE

Robert D. Parten, Sr., Vice-
President

PRINTED NAME AND TITLE

11/14/2024

DATE

City of Mobile

OWNER *(Firm name)*

William S. Stimpson
2024.12.05 09:15:13
-06'00'

SIGNATURE

William S. Stimpson, Mayor

PRINTED NAME AND TITLE

5 day of December 2024

DATE

ATTEST:

 Lisa Chantel



1290 Main Street
Suite E
Daphne, AL 36526
Phone: 251 978-9779

Wednesday, October 30, 2024

City of Mobile
Attn: Shannon McIntyre

Re: Change Order #1 Letter – West Side Park Improvements

Shannon,

The submitted Change Order 01 from the contractor was for a header curb and concrete flume and additional sidewalk. This additional concrete will help prevent erosion and aid in reducing long term maintenance.

The submitted Change Order 03 from the contractor was for additional concrete between the new ramp and the dugout. This will allow for a cleaner access to the dugout and reduce long term maintenance in the area. The change order also included the replacement of the handrail to the back of the concession stand. This will allow for a much cleaner and consistent end product. The change order also included a curb at one section of the handicap parking. This will divert stormwater around the parking to help with maintenance.

The submitted Change Order 04 from the contractor was for additional concrete between the new sidewalk and the batting cage concrete. The new concrete will eliminate the potential for erosion in the area and additional long term maintenance. The change order also had additional concrete at the concession stand to sawcut at an expansion joint to create a cleaner final product.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Lieb', is written over a light grey circular background.

Christopher Jay Lieb, PE



MEMORANDUM

TO: City Legal

FROM: Will Mastin, Project Manager
Architectural Engineering Department

DATE: 11/12/24

SUBJECT: Change Order #001 Westside Park – Parking & Accessibility Upgrades

Project Number: PR-009-23

JUSTIFICATION FOR CHANGE ORDER:

The total contract amount for the subject project is \$260,000.00, which includes a Contingency Allowance of \$10,000.00.

The attached Change Order will increase the Contract Sum by \$17,042.54: the amount needed after the use of the Contingency Allowance.

It is in the best interest of the City of Mobile to have this work done by change order because the Contractor is already mobilized and has the required machinery at the site, reducing unit costs. It would also allow for the inclusion of all work under one warranty. Having a separate Contractor would be cost prohibitive and the overlap of work area with the current Contractor would cause uncertainty in responsibility.

The prices have been evaluated and are considered fair and reasonable.

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Friday, October 18, 2024

Change Order 04

1. Concrete Between Batting Cage and Sidewalk (45 sy)
2. Concrete at the Concession Stand and Buddy Ball Field (25sy)

Description	Qty	Unit	Unit Price	Total Price
Extra Concrete Work as Described Above	1	LS	\$ 5,250.00	\$ 5,250.00
Bond	1	LS	\$ 105.00	\$ 105.00
Subtotal				\$5,355.00

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
Description	Qty	Unit	Unit Price	Total Price
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1	1	LS	\$ 8,027.00	\$ 8,027.00
Bond	1	LS	\$ 160.54	\$ 160.54
Subtotal				\$8,187.54

Please let us know if you want to proceed as soon as possible.

Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	

Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Monday, September 30, 2024

Change Order 01				
Sidewalk (400 SF), 6" Header (40 LF), Concrete Flume, Valley Gutter (115 LF)				
Description	Qty	Unit	Unit Price	Total Price
Change Order 01	1	LS	\$ 11,250.00	\$ 11,250.00
Bond	1	LS	\$ 2,250.00	\$ 2,250.00
Subtotal				\$13,500.00

Change order cost includes the cost of materials and labor for the requested changes per the project construction drawings (6/12/24) provided.

Please let us know if you want to proceed as soon as possible.

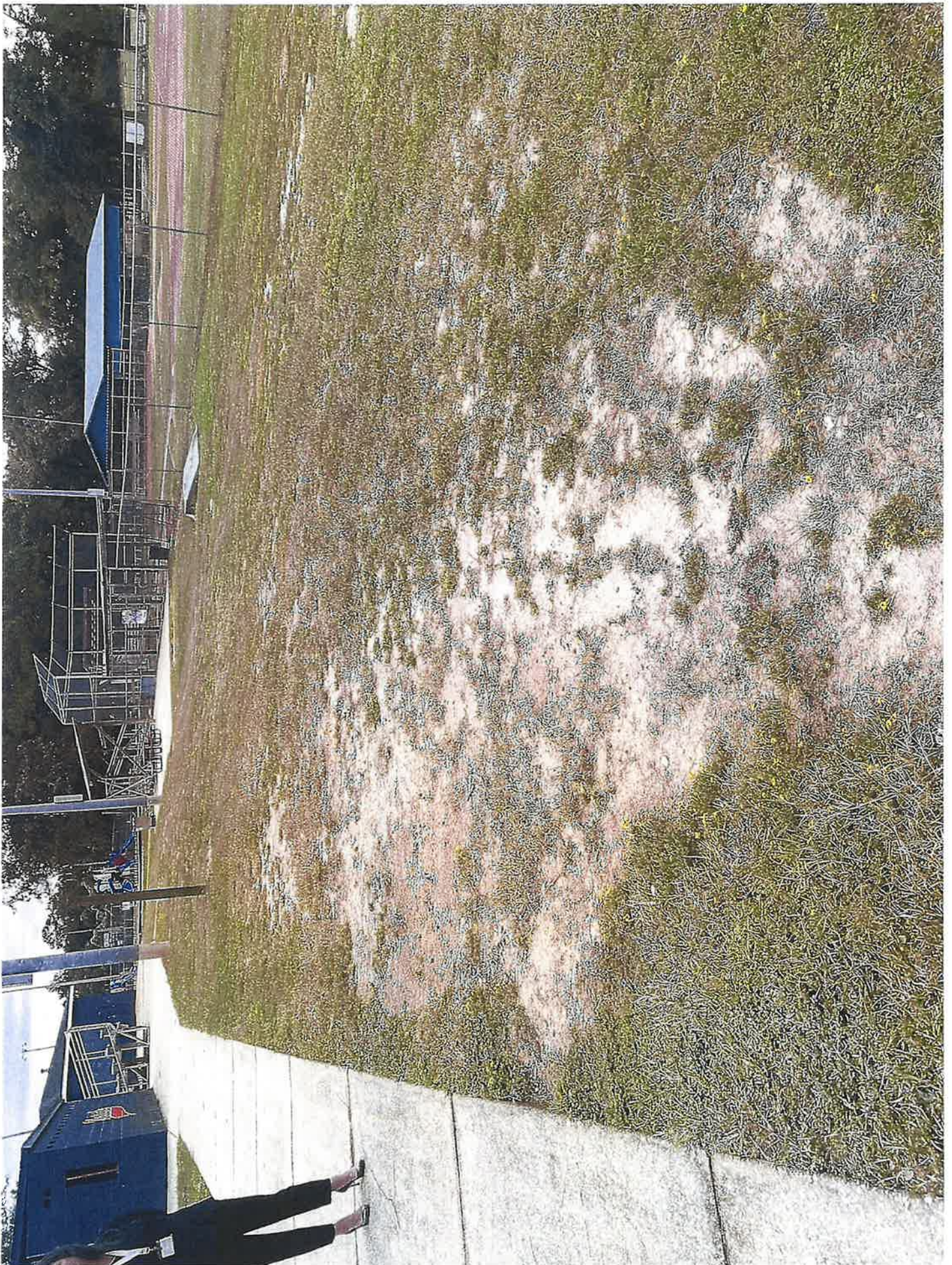
Once we receive your signed change order, we can proceed with the work.

Thank you,
Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







Change Order Request from Parten Smith Inc.

Westside Park ADA Improvements

Will Mastin
City of Mobile
205 Government Street
Mobile, AL 36602
will.mastin@cityofmobile.org

Wednesday, October 2, 2024

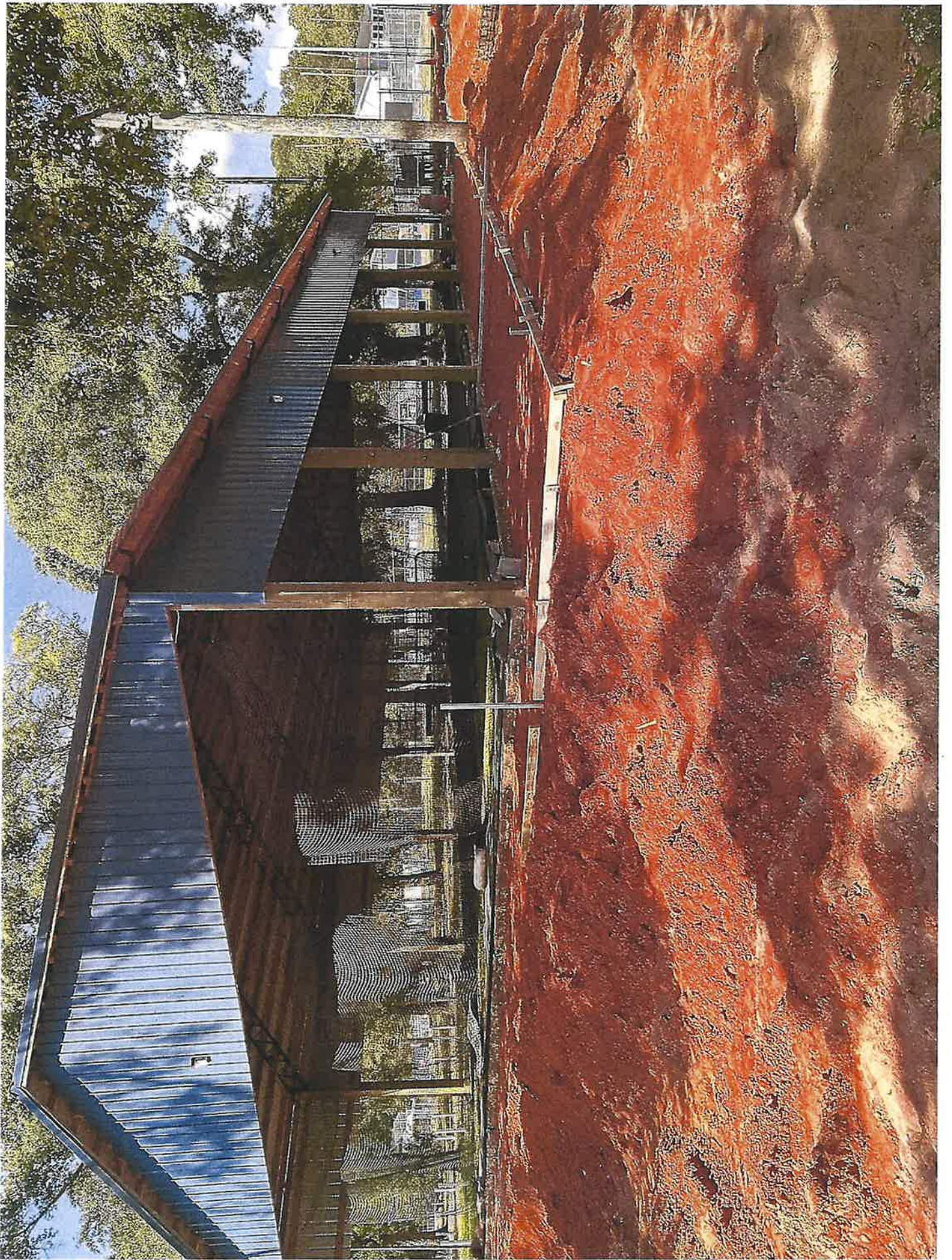
Change Order 03				
Steps at Dugout Approach Beside Handicap Ramp, Handrail, Curbing at Parking Area 1				
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Subtotal				\$8,187.54

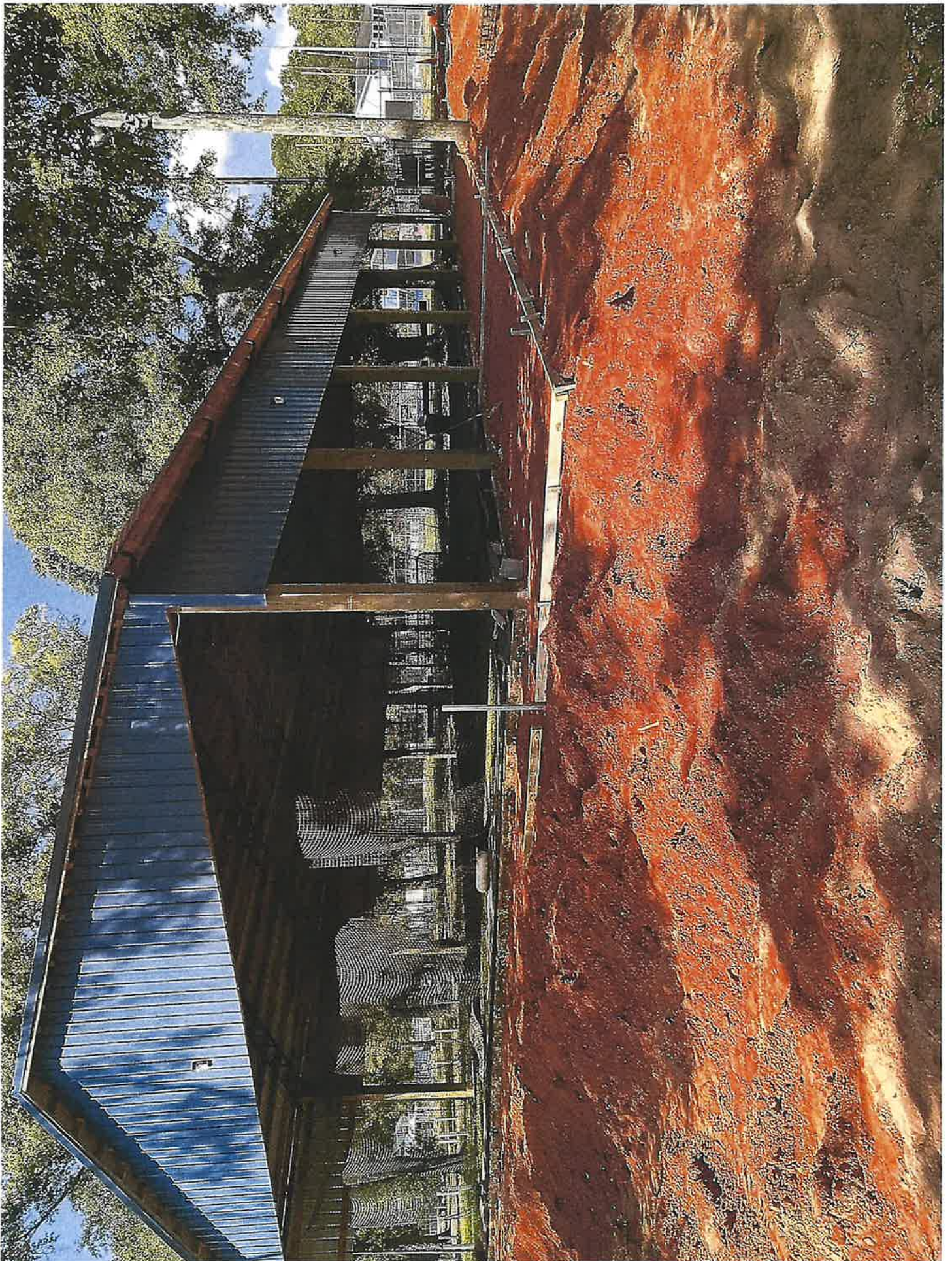
Please let us know if you want to proceed as soon as possible.

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Carl Hanke
Parten Smith Inc
(251) 957-1555 (Office)
carl@psinc.biz

Change Order Acceptance	
Name:	
Signature:	
Date:	







CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Westside Park - Ballfield & Parking Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-42200)

CONTRACT AMOUNT: \$69,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

PROJECT DESCRIPTION: Design Services for new ballfield and parking lot lighting improvements.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

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: 12/02/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember 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, 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: Jaguar Consulting, LLC

Project Name: CIP Westside Park - Ballfield & Parking Lighting Improvements

Project Number: PR-007-25

Amount: \$69,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Westside Park - Ballfield & Parking Lighting Improvements

CAPITAL PROJECT #: C1002 (20002000-42200)

CONTRACT AMOUNT: \$69,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-007-25

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VENDOR NAME: Jaguar Consulting, LLC

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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: 12/02/2024



11.27.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "West Side Park - Ballfield Lighting Improvements" in the amount of \$69,000.00.

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:	Engineering
Department:	Architectural Engineering
Fiscal Year:	2025
District:	



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: West Side Park - Ballfield & Parking Lighting Improvements
1001 Schillinger Road South
Mobile, Alabama 36608

Project Number: PR-007-25

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

- 1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed Sixty-Nine Thousand AND 00/100 DOLLARS (\$69,000.00).
- 1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated November 7, 2024, respectively.
- 1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.
- 1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be one (1) set of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

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

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated November 7, 2024.

4.1 INSURANCE

For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
2. Projects over \$1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and

Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for,

shall apply. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated November 7, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

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

under contract be awarded to socially and economically disadvantaged individuals and business entities.

- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

Consultant, 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 Consultant 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 Consultant. 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, Consultant shall be wholly responsible, therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONSULTANT: Jaguar Consulting, LLC

Signature

William S. Stimpson, Mayor

Printed Name and Title

Christina Marie

Signature

Christina Marie, P.E., President

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Consultant:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, 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 18th day of November, 2024.

Sharon Hunnicutt

NOTARY PUBLIC

My Commission Expires: 7/14/2025





November 7, 2024

Ms. Shannon McIntyre
Architectural Engineering
Capital Projects Manager / Park Planning
City of Mobile
205 Government Street
Fifth Floor, Room 546
P.O. Box 1827
Mobile, Alabama 36633-1827

Re: Engineering Services Fee Proposal
West Side Park Field Lighting

Dear Shannon,

We propose to render professional engineering services for the above-mentioned project. The owner of this project is the City of Mobile. The proposal includes the tasks as described below:

The estimated cost of the work to be designed by Jaguar Consulting is \$1,275,875.00. The scope of work is to provide design documents to rebuild the electrical service and provide new LED lighting for (4) fields and new LED lighting and light structure for (2) fields. The new electrical service will be 208Y120 Volt. The scope also includes provisions for security and parking lot lighting as well as the removal and reconfiguration of existing dilapidated equipment located approximately 100' northwest of the existing electrical service yard. The existing poles are to be re-used for (4) fields. As much of the existing field distribution wiring is to be re-used as is appropriate. Final construction will be dependent on the funding limits.

We propose to render services and make submittals as follows:

100% Construction Documents and specifications	\$55,000.00
Cost Estimate for the Electrical work as designed	
Assistance During Bidding	
Construction Administration – including supervision during construction	\$14,000.00

We propose a total fee of \$69,000.00. Additional services, if authorized, will be charged at our hourly rates which are attached.

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

We are prepared to develop a schedule for the field work and associated documentation. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.



Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
Jaguar Consulting, LLC

Approved by: _____
Date: _____



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

West Side Park Baseball Field Lighting 11/7/2024

ITEM	QUANTITY	UNIT	TOTAL UNIT COST	TOTAL COST
ELECTRICAL - DIVISION 26				
Demolition				
Pole removal	10	EA	5,000.00	50,000.00
Service removal	1	EA	3,000.00	3,000.00
Subtotal				53,000.00
Switchgear/Service				
Service Metering	2	EA	1,500.00	3,000.00
Service Pedestal	1	EA	5,000.00	5,000.00
400A 208V MCB PANEL	2	EA	3,000.00	6,000.00
Handholes 24x36	7	EA	1,600.00	11,200.00
Subtotal				25,200.00
Feeders & General Ckts				
400A Feeder - EMT	20	LF	100.00	2,000.00
Ltg ckts - 3/4" EMT #8AWG	2,250	LF	50.00	112,500.00
Boring	2,250	LF	100.00	225,000.00
Subtotal				339,500.00
Lighting / Power				
Musco (6) Baseball Field Packages	1	EA	560,000.00	560,000.00
Parking / Security Lighting	1	EA	40,000.00	40,000.00
Subtotal				600,000.00
Grounding				
Service Grounding - 20' Delta	2	EA	1,500.00	3,000.00
Subtotal				3,000.00
Electrical SubTotal				\$1,020,700.00
Overhead and Profit				\$1,275,875.00



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

Section I. Information about your company

FORM 1: Background and Plan

Company	JAGUAR CONSULTING, LLC
Address	8658 CAPITAL DR N. MOBILE, AL 36685
Telephone	251-455-9189
E-Mail	JaguarEngineers@yahoo.com

RFP/RFQ Solicitation Number	
Project Description	Westside Park- Ballfield Lighting Improvements
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Christina Marie
Signature: Christina Marie Date: 11/18/2024
Title: Owner-Professional 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: _____ Title: _____
Email: _____ Phone: _____
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



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

Subcontracting and Major Supplier Plan

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

Please Print Company Name	Consulting Your Bid/Proposal	Amount \$
Leaver Consulting		

Please Print Company Jaquez Consulting Your Bid/Proposal Amount \$ 609,000
11 / 18 / 2024 Description Westside Park Bullfield Lighting Improvements
 Name of Bidder/Proposer: Christina Marie Date: _____

Date:

Name of Bidder/Proposer:

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: _____

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.)
		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.



JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

Browse Results

New Search



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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	CONTACT NAME:	
HESTER, THOMAS & ASSOCIATES LLC	PHONE (A/C, No, Ext): (251)470-9915	
851 E I-65 Service Road South Ste 110	FAX (A/C, No): (251)470-9971	
Mobile, AL 36606	E-MAIL ADDRESS: andy@htains.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Wilmington Insurance Company	
	INSURER B: Hiscox Insurance Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	☐ Contractual Liability Included	Y	Y				MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	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						\$	
A	☒ UMBRELLA LIAB			XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 2,000,000	
	☐ EXCESS LIAB	☐ OCCUR	Y				Y	AGGREGATE \$ 2,000,000
	☐ CLAIMS-MADE						\$	
	DED	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)	☐					OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000	
							Aggregate \$2,000,000	

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

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

PR-007-25 Westside Park - Ballfield & Parking Lighting Improvements

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



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To execute a Strategic Communication Services Agreement between City of Mobile and PM Group, Inc.

Amount of Contract:

\$232,800.00 payable in 12 equal installments of \$19,400.00 per month

Funding Source

General Fund 10090540/42130

ATTACHMENTS:

1. PM Group Resolution FY25
2. PMG COM service contract 2024

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Agreement for Strategic Communication Services between the City of Mobile and PM Group, Inc., attached hereto or one with wording substantially similar, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED:

City Clerk

**AGREEMENT FOR STRATEGIC COMMUNICATION SERVICES BETWEEN
THE CITY OF MOBILE AND PM GROUP, INC.**

THIS AGREEMENT ("Agreement"), dated _____, 2024, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and PM Group, Inc., (PMG) an Alabama Corporation ("Service Provider").

WHEREAS, (PM Group, Inc.) (PMG), Service Provider offers strategic communications and community engagement services to the City of Mobile Public Safety department.

WHEREAS, the City of Mobile desires to utilize professional services in order to help the City of Mobile Police Department increase trust and awareness within the police department and communities throughout the City of Mobile.

WHEREAS, on _____, the City Council approved a contract with PM Group, Inc. to begin engaging the City of Mobile, for strategic communications and community engagement services.

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

1. SCOPE OF WORK : The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile Police Department are as follows:

CULTIVATE COMMUNITY ENGAGEMENT

- Identify areas to enhance presence throughout the community while emphasizing openness and accessibility.
- Focused Outreach and Building Trust: Establish and emphasize department's commitment to community initiatives, programs, public forums and meetings to sufficiently support and interact with community groups.

OUTREACH & AWARENESS CAMPAIGN

- Conduct a 3-tiered listening tour: Engage with community leaders, the City of Mobile Community Advisory Board, business owners, and the youth population to further gain insights and improve confidence with MPD.
- Identify and address high-priority issues or concerns raised during the listening tour to demonstrate responsiveness and capability.
- Highlight opportunities to increase visibility through community patrols and attending community events to build rapport and trust.

POLICE CHIEF STRATEGIC ALIGNMENT:

- Communications Training: Sessions with Police Chief to initiate practice scenarios; including mock interviews and public forum discussions.
- Arrange media training sessions for the police chief and other key spokespersons.
- Strategy designed for bridging techniques to help express empathy and build trust while emphasizing a commitment to community engagement.
- Provide advisory on team alignment and accountability tools to improve team collaboration and effectiveness.

DEVELOP PLAN FOR WEBSITE UPDATES FOR MPD

- Assess and review the primary goals and purpose of MPD's website.
- Evaluate and align the design and visual appeal to ensure the proper representation of the department's identity.
- Review and assess the content for accuracy and engages the community, such as events, news updates, and social media integration.
- Prioritize the areas of concerns by focusing on the most critical updates and usability enhancements.
- Create a clear plan for implementing the necessary changes, including timelines, budget considerations, and resource needs.

MONITOR AND EVALUATE:

- Continuously monitor the effectiveness of the strategy by tracking public sentiment, media coverage, and community feedback.
- Utilize surveys and data analytics to gauge the impact of strategy efforts.
- Make adjustments and refinements based on the feedback received.

LONG-TERM SUSTAINABILITY:

- Review to ensure that the strategy is sustainable for the long-term.
- Create accountability protocol for ongoing commitment to building trust and positive relationships with the community.
- Review and adapt the strategy periodically to address evolving community needs and concerns.

It is our commitment to introduce a strategy that aims to improve the Mobile Police Department's image and deliver positive messages throughout the community. Remember, building trust and changing public perception takes time, so consistency, transparency, and genuine community engagement are crucial for long-term success.

2. TERM: The Services are to be performed beginning October 1, 2024 through September 30, 2025. This timeline should be flexible and adaptable in the event of any unforeseen and/or changing circumstances. By written agreement, the parties can extend said term.

3. **COMPENSATION:** Service provider's fees are as follows:
The amount payable to (PMG) for the services provided under this Agreement, shall be in the amount of \$232,800. This amount shall be paid in twelve equal payments of \$19,400 per month.
4. **INVOICE:** Service Provider shall submit an invoice for said monthly fee at the appropriate time. The City will not pay Service Provider for any travel expenses that have not been pre-approved. It is the Service Provider's responsibility to ensure that it is properly registered with the City as a vendor to receive payment.
5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.
6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.
7. **INSURANCE REQUIREMENTS:** Service Provider shall procure and maintain for the entire duration of the project, at its own expense, such insurance as will protect it and the City (including the City's agents, employees, and elected officials) at the limits, coverages, and other terms set forth herein:

A. Types of Insurance Coverage and Limits

1. Automobile Liability Insurance: Limits of \$1,000,000 combined single limit covering "Any Auto" utilized by the Service Provider, its agents, servants, or employees in any way for its work under this Agreement. In the event a policy covering "Any Auto" is not available, said policy shall cover at a minimum owned, non-owned, and hired automobiles.
2. Workers Compensation and Employer's Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Employer's Liability (each accident); \$1,000,000 for Employer's Liability disease (policy limit); and \$1,000,000 for Employer's Liability disease (each employee).

3. Professional Liability Insurance: Said insurance must not be less than limits of \$1,000,000 for Service Provider's liability.

B. Waiver of Subrogation: The automobile liability, professional liability, and workers compensation coverages must contain a waiver of subrogation in favor of the City, and such waiver shall be reflected on the Certificate(s) of Insurance. Service Provider does hereby waive any and all subrogation rights against the City, its elected officials, agents, employees, and officials, for any claims arising from the work related to this project or this Agreement. Service Provider further agrees to provide notice of this waiver to its insurer, and to secure its insurer's acknowledgment and consent to this waiver.

C. Non-Waiver: Failure by the City to insist on the issuance of insurance policies which conform with these requirements does not constitute a waiver of the City's right to assert a breach of any condition or requirement related to Service Provider's insurance or otherwise contained in this Agreement.

8. **INDEMNITY**: Service Provider its agents, employees, and officers hereby agree to indemnify, hold harmless, protect, and exonerate both the City and its agents, employees, elected officials, and representatives, from all claims of any nature whatsoever arising in connection with any acts or omission in the performance of this Agreement, and further to release the City and its agents, employees, elected officials, and representatives from any and all claims whatsoever arising from its undertakings pursuant to this Agreement. It is the specific and express intent of the parties to this Agreement for the foregoing covenants and indemnity obligations to run in favor of the City and its agents, employees, elected officials, and representatives to the fullest extent permitted by applicable law.

Nothing contained in this Agreement shall be deemed to constitute, either as to Service Provider or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes, case law or otherwise available to the City.

9. **ANTI-DISCRIMINATION**: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.
10. **ANTI-BOYCOTT**: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.
11. **VENUE**: The Parties agree that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

12. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
13. IMMIGRATION COMPLIANCE: By signing this Agreement, Service Provider affirms, for the duration of the Agreement, that it will not violate Federal or State immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Service Provider shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom. Pursuant to Alabama Code (1975) Section 31-13-9, if Service Provider employs one or more employees within the State of Alabama, Service Provider shall provide documentation establishing that Service Provider is enrolled in the E-Verify program.
14. FORCE MAJEUR: The City or the Service Provider shall be excused from performance of any and all of its obligations hereinunder to the extent and for the time such performance is rendered impossible or impactable due to acts of God, labor unrest, war, riot, civic disturbance, contagious disease, or any other cause beyond the reasonable control of the City or Service Provider.
15. NO PARTNERSHIP CREATED: Nothing herein is intended or shall be construed in any way to create or establish the relationship of partners, agency relationship or a joint venture between the City and Service Provider.
16. NO THIRD-PARTY BENEFIT: Service Provider and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.
17. TERMINATION: Service Provider agrees that the City, at its sole discretion, including upon violation of any of the covenants and agreements herein contained, or on account of any act or omission or commission of the Service Provider, may, at its option, terminate and cancel this Agreement by giving notice to Service Provider.
18. ENTIRE AGREEMENT: This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.
19. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: PM Group, Inc.
P.O. Box 851088
Mobile, AL 36685

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the above referenced date.

CITY OF MOBILE, a Municipal
Corporation

SERVICE PROVIDER: PM Group, Inc.

By: _____
Name: William S. Stimpson
As its: Mayor

By: _____
Name: Juan Peasant
As its: President

ATTEST:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Civic Center Financing Bonds Reimbursement Resolution 12-12-2024

REVIEWERS:

Lana Gauthier

Lana Gauthier

**REIMBURSEMENT RESOLUTION PURSUANT TO
SECTION 1.150-2 OF THE REGULATIONS UNDER THE INTERNAL REVENUE CODE**

WHEREAS, the City of Mobile, Alabama (the "City") intends to use the proceeds of tax-exempt bonds or notes to pay or reimburse the City for capital expenditures made during the next 3 years with respect to the City's civic center and related facilities, and other facilities of the City. The capital expenditures to be financed include (i) construction, acquisition and equipping of the new Mobile Civic Center, (ii) capital expenditures identified in the most recent capital budget approved by the City or in capital budgets approved after adoption of this resolution, and (iii) any other capital expenditures approved by the City with respect to its facilities during the next 3 years. The bonds or notes may be issued in one or more series.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby expresses its official intent to issue tax-exempt or tax-advantaged bonds or notes in a principal amount not to exceed \$250 million to pay or reimburse such capital expenditures described in this resolution. This resolution is intended to preserve the City's ability to finance the capital expenditures with tax-exempt or tax-advantaged bonds or notes by expressing official intent for purposes of Section 1.150-2 of the regulations under the Internal Revenue Code.

APPROVED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF MOBILE, ALABAMA, this ____ day of _____, 2024.

I, Lisa C. Lambert, City Clerk of the City of Mobile, Alabama, do hereby certify the foregoing to be a true and exact copy of a Resolution approved and adopted by the City Council of Mobile, Alabama, at its regular meeting held on the ____ day of _____, 2024.

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to K & K Systems Inc for four towable solar-powered LED arrow sign boards for Public Services.

Amount of Contract:

\$20,171.24

Funding Source

General fund.

ATTACHMENTS:

1. 20241210 KK Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 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 K & K Systems Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to K & K Systems Inc for four towable solar-powered LED
arrow sign boards for Public Services.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,171.24

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: BuyBoard cooperative purchasing agreement, not on state contract. Price below bid requirement.

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>2412</u>	2025	(2086E) RIGHT OF WAY MOWING	4 TOWABLE SOLAR-POWERED LED ARROW SIGN BOARDS FOR PUBLIC SERVICES (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$20,171.24	<u>(294556) K&K SYSTEMS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
--	---

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

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

General Notes

AS PER BUYBOARD CONTRACT 703-23 WHICH EXPIRES ON 05-31-2025 AND YOUR QUOTE QU01353
 001 SOLAR POWERED, 25 LAM;P (LED) 4.00 4464.42000 17857.68
 AROOW BOARD. SIGN DIMENSIONS ARE EACH
 48X96 ALL ALUMINUM FABRICATION
 WITH FLAT BLACK POWDER COAT FINISH
 TO GIVE SMOOTH LOOK, 40 WATT SOLAR
 PANEL, SOLAR REGULTOR WITH LVD TO
 PROTECT BATTERIES FROM OVER
 DISCHARGE. 2 (TWO) 18 AMP
 BATTERIES, (5)-FIVE SWIVEL TYPE
 JACS, ONE ON EACH CORNER OF
 TRAILER AND ONE ON THE TOUNGUE
 Vendor Item No.: AT254896

1 1000.40.20.2070.2086.2070.0000.0000.44020.	17857.68
--	----------

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
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Page 2

Vendor
 K&K SYSTEMS INC
 687 PALMETTO RD

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

TUPELO, MS 38801

Tel#888-414-3003
 Fax 662-566-7123

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
BEFORE 2:30 PM MOBILE, AL 36604			

002 A3BL THREE SMALL AMBER INDICATOR LIGHTS ADDED TO THE BACK OF DISPLAY. ADDITIONAL WIRING INCLUDED. Vendor Item No.: A3BL	4.00	92.01000	368.04
	EACH		

1 1000.40.20.2070.2086.2070.0000.0000.44020.	368.04
--	--------

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

003 BCH-1212-KIT BCH-1212-KIT 12 AMP BATTERY CHARGER WITH PROTECTIVE PLUG COVER AND MOUNTING HARDWARE. Vendor Item No.: BCH-1221-KIT	4.00	222.13000	888.52
	EACH		

1 1000.40.20.2070.2086.2070.0000.0000.44020.	888.52
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
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Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
004	ST ST SITE LUBE. INCLUDES MOUNTING HARDWARE. Vendor Item No.: ST ST	4.00 EACH	25.19000	100.76
1	1000.40.20.2070.2086.2070.0000.0000.44020.			100.76
	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor K&K SYSTEMS INC 687 PALMETTO RD TUPELO, MS 38801 Tel#888-414-3003 Fax 662-566-7123	Ship To PUB WORKS-R.O.W. MAINTENANCE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
--	---

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN Description / Account	Qty	Unit Price	Net Price
005 ATDF ATDF DIAMOND PLATE FLOOR.	4.00 EACH	239.06000	956.24
Vendor Item No.: ATDF			
1 1000.40.20.2070.2086.2070.0000.0000.44020.			956.24

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Requisition Link

Requisition Total 20171.24

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	20171.24	5420795.86
PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002412-00 FY 2025 Acct No: 1000.40.20.2070.2086.2070.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	--

Page 5

Vendor
 K&K SYSTEMS INC
 687 PALMETTO RD

Ship To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

TUPELO, MS 38801

Tel#888-414-3003
 Fax 662-566-7123

Deliver To
 PUB WORKS-R.O.W. MAINTENANCE
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/19/24	294556				RIGHT OF WAY MOWING

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled12/09/24 SANDRA LEWIS			
	Approved 11/20/24 KINA ANDREWS			
	Approved 11/20/24 SHONNDA SMITH			
	Approved 11/20/24 CHERI BOUCHER			
	Approved 11/20/24 ASHLEY PHILLIPS			
	Approved 12/10/24 SHONNDA SMITH			
	Approved 12/10/24 CHERI BOUCHER			
	Approved 12/10/24 ASHLEY PHILLIPS			
	Queued 12/10/24 DONALD ROSE			
	Queued 12/10/24 SANDRA LEWIS			
	Queued 12/10/24 STEVEN KRONINGER			
	Queued 12/10/24 SAMANTHA COOLEY			
	Queued 12/10/24 LONELL HARRIS			
	Queued 12/10/24 ANNE FOLEY			
	Queued 12/10/24 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

April 21, 2024

Sent via email to: arobinson@k-ksystems.com

Amanda Robinson
K&K Systems, Inc.
687 Palmetto Rd
Tupelo MS 38801

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

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

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', is positioned above the printed name.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 8 SuperVac 18 in battery-operated variable-speed positive-pressure fans for MFRD.

Amount of Contract:

\$40,106.08

Funding Source

FY2024 Port Security Grant Program

ATTACHMENTS:

1. 20241212 NAFECO Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 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 North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to North American Fire Equipment Co Inc for 8 SuperVac 18
in battery-operated variable-speed positive-pressure fans for MFRD.
FY2024 Port Security Grant Program

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$40,106.08

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5919

How many bidders received bid packages (if applicable): 27+ web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>622</u>	2025	(2590) GRANT MANAGEMENT	8 SUPERVAC 18IN BATTERY-OPERATED VARIABLE-SPEED POSITIVE-PRESSURE FANS FOR MFRD (SEALED BID 5919)	\$40,106.08	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/JASON BROWNE Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/11/24	00000				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID #5919 AND YOUR QUOTE. FAN, DEWALT FLEXVOLT BATTERY PPV 18"PPV, 2X 9 AH BAT., 2X AC CHARGERS, SHORE POWER, #V18-BD-09-SP. NO SUBSTITUTIONS.	8.00 EACH	5013.26000	40106.08
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1	5309.30.15.0000.0000.1530.0000.0000.47010. E G-PDPORT24.INVJUST2 .FLEXVOLT .			40106.08
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

*****LINE 002 to be sourced to different vendor*****

002	BATTERIES, DEWALT #BD09-X2, 9 AH, 20 VOLT/60 VOLT, LITHIUM ION FLEX VOLT, 2 PACK. NO SUBSTITUTES.	8.00 EACH	366.50000	2932.00
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1	5309.30.15.0000.0000.1530.0000.0000.47020.			
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI TIPPERY/JASON BROWNE 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	00000				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	E G-PDPORT24.INVJUST2 .9AHBATT .			2932.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 KELSI TIPPERY/JASON BROWNE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	43038.08
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-PDPORT24.INVJUST2 .9AHBATT .	2932.00	91536.56
E G-PDPORT24.INVJUST2 .FLEXVOLT .	40106.08	91536.56

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

Account	Amount	Remaining Budget
5309.30.15.0000.0000.1530.0000.0000.47010.	40106.08	
PORT SECURITY GRANT EXP EQUIPMENT (GREATER \$5000)		
5309.30.15.0000.0000.1530.0000.0000.47020.	2932.00	
PORT SECURITY GRANT EXP EQUIPMENT (LESS THAN \$5000)		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000622-00 FY 2025 Acct No: 5309.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/JASON BROWNE

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	00000				GRANT MANAGEMENT

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

Activity	Date	Clerk	Comment
CCancelled	12/11/24	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	10/11/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	10/11/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	10/11/24	SHAUNAGYE SIMMS	
Approved	10/11/24	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
Approved	12/11/24	DREANETTA BARNES	Auto approved by: 9105thrr
Approved	12/11/24	TRAVIS MARSHALL	Auto approved by: 9105thrr
Approved	12/11/24	SHAUNAGYE SIMMS	Auto approved by: 9105thrr
Approved	12/11/24	RANDY THREADGILL	
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	12/11/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/11/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/11/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/11/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/11/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/11/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/11/24	JOHN PAINE	Approved by: 9105neej

=====	=====
Bill To	Requisition 00000622-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5309.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI TIPPERY/JASON BROWNE

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/11/24	00000				GRANT MANAGEMENT
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

BID #5919 INDUSTRIAL SUPPLIES ANALYSIS

LINE 1- 8 EACH FAN DEWALT FLEXVOLT BATTERY PPV, 18"PV, 2X9 AA BATTERY,
2 X AC CHARGERS, SHORE POWER, #V18-BD-09-SP

SUNBELT FIRE-----\$5165.00 EACH

NORTH AMERICAN FIRE EQUIPMENT CO-----\$5013.26 EACH

TOOL SMITH CO-----NO BID

LINE 2- 12 PACKS BATTERIES, DEWALT #BD09-X2, 9AH, 20 VOLT/60 VOLT,
LITHIUM ION FLEX VOLT, 2 PACK

SUNBELT FIRE_____ \$485.00 EACH

NORTH AMERICAN FIRE EQUIPMENT CO_____ \$473.86

TOOL SMITH CO_____ \$366.50

LINE 3- 8 KITS DEWALT BATTERY AND CHARGER KIT, FLEXVOLT, LITHIUM ION CHARGER,
INCLUDED: 1 EACH 9AH 20 VOLT FLEXVOLT BATTERY AND 1 EACH
DCB118 20 VOLT MAX LITHIUM ION RAPID CHARGER, DEWALT
#DCB118X1.

SUNBELT FIRE_____ \$385.00

NORTH AMERICAN FIRE EQUIPMENT CO_____ \$394.88

TOOL SMITH CO_____ NO BID

REQ #622 AND 1413.

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: 007

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

DATE 11/20/2024	BID NO. 5919	DEPARTMENT FIRE	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
--------------------	-----------------	--------------------	--

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Tuesday, December 10, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	INDUSTRIAL SUPPLIES The City of Mobile is requesting bids on the following items: APPX 8-16 ea Fan, Dewalt Flexvolt battery PPV, 18”PPV, 2x9 AA battery, 2 x AC chargers, shore power, #V18-BD-09-SP. NO SUBSTITUTIONS. At time of award, the City of Mobile will purchase a minimum of 8 fans. APPX 12-24 packs Batteries, Dewalt #BD09-X2, 9AH, 20 volt/60 volt, lithium ion flex volt, 2 pack. NO SUBSTITUTIONS. At time of award, the City of Mobile will purchase a minimum of 12 packs of batteries. APPX 8-16 kits Dewalt battery and charger kit, flexvolt, lithium ion charger, included: 1 each 9AH 20 volt/60 volt flexvolt battery and 1 each DCB118 20 volt max lithium ion rapid charger, Dewalkt #DCB118X1. NO SUBSTITUTIONS. REF: Grainger #54DC95 At time of award, the City of Mobile will purchase a minimum of 8 kits. Pricing to be held firm for three (3) months from date of the award of this bid. Pricing shall be delivered price FOB Mobile. No substitutes will be allowed.					
			TOTAL			

Page 1 of 2

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

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

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

Firm Name _____
Signature _____
Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org . CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

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 software for MPD Cyber.

Amount of Contract:

\$73,242.00

Funding Source

General fund.

ATTACHMENTS:

1. 20241210 STONS Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 17 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 STONS Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to STONS Inc for annual renewal of Monday.com software for
MPD Cyber.
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: GSA contract. 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>3056</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF MONDAY.COM SOFTWARE FOR MPD CYBER (GSA CONTRACT, 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 00003056-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	297526	12/25/24			GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER GSA #GS35F153GA.

001 STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION. LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	150.00 EACH	488.28000	73242.00
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Monday.com ENT users

Qty: 150

Customer Success manager plan-10 Strategic touchpoints-15 consulting hours
 per year to be provided by Monday.com

Start Date: 12/24/2024-12/23/2025

Vendor Item

Inventory Item/Loc 1723

1 1000.30.15.1502.1502.1502.0000.0000.42115.	73242.00
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003056-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved
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Page 2

Vendor
 STONS INC
 2035 LINCOLN HIGHWAY
 SUITE 1010

EDISON, NJ 08817

Tel#6468755499

Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

Deliver To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/09/24	297526	12/25/24			GULF COAST TECHNOLOGY CENTE

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

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42115.	73242.00	2039198.17
GULF COAST TECHNOLOGY CENTER SOFTWARE COSTS		

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

Activity	Date	Clerk	Comment
Approved	12/09/24	JASON SMITH	Reviewed and Approved
Approved	12/09/24	CURTIS GRAVES	Auto approved by: 910520680
Approved	12/10/24	ROBERT LASKY	
Approved	12/10/24	CURTIS GRAVES	Auto approved by: 910519642
Approved	12/10/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	12/10/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	12/10/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	12/10/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	12/10/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	12/10/24	ANNE FOLEY	
Approved	12/10/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	12/10/24	ANNE FOLEY	Auto approved by: 9105fo1a

Authorized By: _____ Date: _____
 Signature

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST**

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: GSAAdvantage.gov.

SCHEDULE TITLE: Federal Supply Schedule 70 – General Purpose Commercial Information Technology Equipment, Software, and Services

FSC Group, Part, and Section or Standard Industrial Group (as applicable): FSC Group 70

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

[Software Licenses](#) Includes both term and perpetual software licenses and maintenance

SPECIAL ITEM NUMBER 54151- Software Maintenance Services

[Software Maintenance Services](#) Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

FSC Class(es)/Product code(s) and/or Service Codes (as applicable):

- Ancillary Financial Systems Software
- Application Software
- Communications Software
- Core Financial Management Software
- Electronic Commerce (EC) Software
- Large Scale Computers
- Microcomputers
- Operating System Software
- Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information.
- Utility Software

CONTRACT NUMBER: GS-35F-153GA

CONTRACT PERIOD: December 27, 2021 through December 28, 2026

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules

CONTRACTOR: STONS,INC.
2035 State route 27, Suite 1010
Edison, NJ 08817
Phone: (646) 875-5499;

Fax: (646) 839-2727 Email:
amir.shalev@stons.biz
www.stons.biz

CONTRACTOR'S ADMINISTRATION SOURCE: Amir Shalev, CEO
Phone: (646) 875-5499
Fax: (646) 839-2727
Email: amir.shalev@stons.biz

BUSINESS SIZE: Large



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<u>SIN</u>	<u>DESCRIPTION</u>
511210	SOFTWARE LICENSES
54151.	Software maintenance services

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL NUMBER</u>	<u>LOWEST PRICED</u>
511210	E06KVLL	\$.08

1c. NOT APPLICABLE

2. MAXIMUM ORDER*: \$500,000

3. MINIMUM ORDER: \$100

4. GEOGRAPHIC COVERAGE: Domestic, 48 Contiguous states, Washington, DC

5. POINT(S) OF PRODUCTION: Edison, NJ

6. DISCOUNT FROM LIST PRICES: Prices Shown Herein are Net (discount deducted)

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: 0.1% 15 day, Net 30 days; 0.2% 7 day, Net 30 days **9.a**

Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: SIN 511210 = 30 DAYS ARO

11b. EXPEDITED DELIVERY: Contact Contractor

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor



12. FOB POINT: Destination

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial Warranty.

16. EXPORT PACKING CHARGES: Not applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level) Contact Contractor

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): as applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for Electronic and Information Technology (EIT): N/A

25. UEI NUMBER: E5GCV3QWQ459

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARDMANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 13234) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

NOTE: The Transactional Data Reporting (TDR) Rule requires vendors to electronically report the price the federal government paid for an item or service purchased through GSA acquisition vehicles. The TDR PILOT APPLIES TO THIS SIN. If a TDR covered SIN(s) is included on a contract or offer with non-TDR SIN(s), then the entire contract is subject to TDR and the Price Reduction Clause (PRC) and Commercial Sales Practice (CSP) requirements are removed for the entire contract. However, the TDR clause does not exempt the contractor from existing reporting requirements found elsewhere in the contract.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. Unless IBM specifies otherwise, the following warranties apply only in the country of acquisition. The warranty for an IBM Program is stated in its license agreement. IBM warrants it provides IBM Software Subscription and Support, Selected Support and Appliance Services using reasonable care and skill. IBM warrants that a Machine Component of an Appliance used in its specified operating environment conforms to its official published specifications. The warranty period for an IBM Machine Component of an Appliance is a fixed period commencing on its date of installation (also called "Warranty Start Date") specified in a TD. If a Machine Component does not function as warranted during the warranty period and IBM is unable to either i) make it do so or ii) replace it with one that is at least functionally equivalent, Client may return it to the party from whom Client acquired it for a refund.
- c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular least 60 days must be given in accordance with FAR 12.404(b)(2)
- d. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-800-426-7378 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Mon - Fri 8:00 - 17:00 EST

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

_____ 1. Software Maintenance as a Product (SIN 511210)

Includes both term and perpetual software licenses and maintenance

Software Maintenance as a product is billed at the time of purchase.

X _____ 2. Software Maintenance Services (SIN 54151)

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324).

PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) it's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter,

retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) a

's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup

computer when the primary computer is inoperative; to copy computer programs for safekeeping (a) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(c) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this

clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING The Contractor shall

insert the discounted pricing for right-to-copy licenses = None



**USACOMMITMENTTOPROMOTE
SMALLBUSINESSPARTICIPATION
PROCUREMENTPROGRAMS**

PREAMBLE

(STONS, INC.) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: **Company Point of contact:** [Amir Shalev](#) phone number: [\(646\) 875-5499](#) e-mail address: amir.shalev@stons.biz fax number: [\(646\) 839-2727](#)

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.



This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;

- (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- x The customer identifies their requirements.
- xFederal Supply Schedule Contractors may individually meet the customers needs, or x Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement. x
- Customers make a best value selection.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 150KW natural gas standby generator with enclosure and transfer switch for MPD 3rd Precinct.

Amount of Contract:

\$69,395.00

Funding Source

Capital equipment MPD 3rd Precinct Emerg Generator

ATTACHMENTS:

1. 20241212 Thompson Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 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 Thompson Tractor Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Thompson Tractor Co Inc for Caterpillar 150KW natural gas standby generator with enclosure and transfer switch for MPD 3rd Precinct.
Capital equipment MPD 3rd Precinct Emerg Generator

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,395.00

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: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1868</u>	2025	(3032) ARCHITECTURAL ENGINEERING	CATERPILLAR 150 KW NATURAL GAS STANDBY GENERATOR FOR MPD 3 RD PRECINCT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,395.00	<u>(203865)</u> <u>THOMPSON</u> <u>TRACTOR CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

SPANISH FORT, AL 36527

MOBILE, AL 36617

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PR YOUR QUOTE: MOD-31412451
 SOURCEWELL CONT#092222-CAT
 SOURCEWELL ACCT#28870
 001 QTY (1) CATERPILLAR 150KW NATURAL
 GAS STANDBY GENERATOR SET PRICING
 INCLUDES: •208 VAC 3 PH 60 HZ
 •UL2200 •WEATHERPROOF SOUND
 ATTENUATED ENCLOSURE •BATTERIES
 WITH BATTERY CHARGER •JACKET
 WATER HEATER •600A 100%
 RATEDCIRCUIT BREAKER, WITH SHUNT
 TRIP CONTACTS •REMOTE ANNUNCIATOR
 •REMOTE EMERGENCY STOP •STANDARD
 START Up SERVICES WITH 2 HR LOAD
 BANK TESTING •2 YEAR WARRANTY
 •FREIGHT QTY (1) 600A AUTOMATIC
 TRANSFER SWITCH •208V, 3 POLE,
 •NEMA 3R OUTDOOR ENCLOSURE
 •ENGINE EXERCISER •2 YEAR
 WARRANTY •FREIGHT

Additional Description Notes

PER YOUR QUOTE: MOD-31412451
 SOURCEWELL CONT#092222-CAT
 SOURCEWELL ACCT#28870

FOR QUESTIONS OR CONCERNS CONTACT D. CORDINGLY @251.208.7637

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

SPANISH FORT, AL 36527

MOBILE, AL 36617

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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PRICING QUOTED ON THIS PURCHASE ARE TO BE CONSIDERED FIRM.

THERE SHALL BE NO PRICE ESCALATION OR CHANGES WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE.

NO EMPLOYEE OF THE CITY OTHER THAN THE PURCHASING AGENT SHALL HAVE THE PERMISSION TO APPROVE OR GRANT CHANGES TO THE PRICING OF THE ITEMS BEING PURCHASED.

ALL CHANGES, IF DONE MUST BE DONE IN WRITING AS WILL PERMISSION TO CHANGE.

NO EMPLOYEE OF THE CITY'S ARCH ENGINEERING, FACILITIES MAINTENANCE OR POLICE DEPARTMENT HAS THE PERMISSION OR AUTHORITY TO APPROVE PRICE CHANGES OR CHANGES THAT INCREASE THE COSTS TO THE CITY OF MOBILE.

1 2000.80.00.0000.0000.0000.0000.47010. E F365-001 .CAPEQUIPMT.	69395.00
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Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD
 MOBILE, AL 36617
 Delivery Reference
 BRENDA PARKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001868-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 3
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Vendor
 THOMPSON TRACTOR CO INC
 30950 STATE HIGHWAY 181

Ship To
 POLICE 3RD PRECINCT
 2165 ST STEPHENS ROAD

SPANISH FORT, AL 36527

MOBILE, AL 36617

Tel#251-626-5100
 Fax 251-626-7041

Delivery Reference
 BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/03/24	203865	11/06/24			ARCHITECTURAL ENGINEERING

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

Requisition Link

Requisition Total 69395.00

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

Account	Amount	Remaining Budget
E F365-001 .CAPEQUIPMT.	69395.00	605.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	69395.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	11/06/24	CARLEEN STOUT	i
Approved	11/06/24	CASSIE BOATWRIGHT	
Approved	12/04/24	CARLEEN STOUT	Auto approved by: 910519420
Approved	12/04/24	CASSIE BOATWRIGHT	
Approved	11/07/24	BRENDA RHODES	
Approved	11/07/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	11/07/24	RELYA MALLORY	Auto approved by: 910511034
Approved	12/04/24	BRENDA RHODES	
Approved	12/04/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/04/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	12/03/24	JOHN PAINE	quote is expired need better

Caterpillar Inc.

Electrical energy power generation equipment

#092222-CAT

Maturity Date: 11/22/2026

Website: cat.com/government 

Sourcewell 
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

[Log In](#)

[Forgot username or password?](#) 

[Setup Buy Sourcewell access](#) 

Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 092222-CAT gives access to the following types of goods and services:

- CAT diesel generator sets
- CAT natural gas generator sets
- Automatic transfer switches
- Switchgear
- Controls
- Installation
- Extended service coverage
- CAT rental equipment
- Used equipment
- Parts
- Maintenance contracts
- Cat Finance Government Lease and financing

[Locate your local dealer or representative](#)

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernment website at:

cat.com/government 

For rental of Caterpillar machines, tools, gensets, etc. please refer to contract #062320-CAT.

For purchase of new Caterpillar machines and work tools please refer to contract #032119-CAT.

Register for an account

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

Search Suppliers & Contracts

[General Contracts](#)

[eziQC Contracts](#)

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

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

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

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wisperkool for 20 ton/45 KW portable vertical air conditioning and heating unit for Mobile Tennis Center.

Amount of Contract:

\$41,350.00

Funding Source

Capital equipment Tennis Center

ATTACHMENTS:

1. 20241212 Wisperkool Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 17 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 Wisperkool

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wisperkool for 20 ton/45 KW portable vertical air
conditioning and heating unit for Mobile Tennis Center.
Capital equipment Tennis Center

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$41,350.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5922

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

How many bidders submitted bids (if applicable): 3

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>2245</u>	2025	(F6110) MOBILE TENNIS CENTER	WISPERKOOL 20- TON/45KW PORTABLE VERTICAL AIR CONDITIONING AND HEATING UNIT FOR MOBILE TENNIS CENTER (SEALED BID 5922)	\$41,350.00	<u>(299031)</u> <u>WISPERKOOL</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002245-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
--	--	--------

Vendor WISPERKOOL 1001 N 3RD ST FORT SMITH, AR 72901 Tel#608-334-5999	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference VERTICAL HVAC Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/24	299031				MOBILE TENNIS CENTER

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER BID #5922 AND YOUR QUOTE. WISPERKOOL 20T/45KW VERTICAL HVAC 480/3/60	1.00 EACH	40450.00000	40450.00
-----	--	--------------	-------------	----------

1	2000.80.00.0000.0000.0000.0000.44020. E E0018 .OPERSUPPLS.			40450.00
---	---	--	--	----------

Ship To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 VERTICAL HVAC

Deliver To
 TENNIS CENTER
 851 GAILLARD DRIVE
 MOBILE, AL 36608

002	FREIGHT	1.00 EACH	900.00000	900.00
-----	---------	--------------	-----------	--------

Vendor Item
 Inventory Item/Loc 14009

1	2000.80.00.0000.0000.0000.0000.44020. E E0018 .OPERSUPPLS.			900.00
---	---	--	--	--------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002245-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor WISPERKOOL 1001 N 3RD ST FORT SMITH, AR 72901 Tel#608-334-5999	Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 JACKIE.BYERLEY@CITYOFMOBILE.ORG Delivery Reference VERTICAL HVAC Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/24	299031				MOBILE TENNIS CENTER

LN Description / Account	Qty	Unit Price	Net Price
Ship To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference VERTICAL HVAC Deliver To TENNIS CENTER 851 GAILLARD DRIVE MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total 41350.00

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

Account	Amount	Remaining Budget
E E0018 .OPERSUPPLS.	41350.00	128615.16

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		

41350.00

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/15/24	SCOTT NOVAK	Auto approved by: 910518652
Approved	11/15/24	JACKIE BYERLEY	
Approved	11/15/24	KIM CARMODY	Auto approved by: 910518652

BID TABULATION FOR BID #5922

PORTABLE VERTICAL AIR CONDITIONING/HEATING UNIT (HVAC)

<u>VENDOR</u>	<u>PRICE</u>	<u>DELIVERY TIME</u>
WISPERKOOL	\$41,350	15 DAYS
TRANE US INC	\$53,781	14 DAYS
TAZA SUPPLIES INC	\$74,158	30-60 DAYS

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: 003

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:
11/22/2024	5922	Tennis Center	851 Gaillard Dr, Mobile, AL 36608

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

12:00 PM, Tuesday, December 10, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PORTABLE VERTICAL AIR CONDITIONING/ HEATING UNIT (HVAC) The City of Mobile is requesting bids on a Portable Vertical 20 Ton Air Conditioning/Heating Unit for a large tent. Unit must meet the following MINIMUM specifications: ▪ Unit is Air Cooled – no water ▪ Must have a minimum of two (2) outlets and two (2) inlets ▪ To use 480 Volt – 3 Phase ▪ Cable to have Terminal Block Power Connection ▪ Unit will be used to cool/heat large tent ▪ Must be on skid type platform so unit can be moved by a forklift ▪ City will remove from rear of truck ▪ Unit to be set at rear of truck for removal by City of Mobile ▪ Vendor/shipper shall notify the City of planned delivery, no less than forty-eight (48) hours prior to an intended delivery ▪ If vendor/shipper fails to notify the City no less than forty-eight (48) hours, prior to the attempted delivery. The City will not pay re-delivery charges or waiting fees. ▪ City may change delivery location prior to the delivery. ▪ Freight to be included in price of unit ▪ Quote delivered price FOB Mobile, AL ▪ Quote heating capacity equal to 25 ton, cooling 30 ton ▪ City will consider options, within the above and previously stated terms on the Bid Form ▪ Refrigerant 410A ▪ Hot gas bypass valve ▪ RotoLock connections ▪ Vendor must include any supply and return grills that should be attached to the front of the unit.					
			TOTAL			

Page 1 of 3

Page 1 of 3

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Provide literature and specifications on product to be provided with your bid. The welded structural frame is to be fabricated from 11-gauge steel. The access doors are 14-gauge steel and are to be insulated for sound and condensate control. Surfaces that contact condensate have 1" insulation. Frame surfaces are to be protected with an ATP high-performance epoxy anti-chip powder coat primer, then powder coated with a white TGIC weather-resistant polyester (exterior and interior). Additional surface sealer is applied to the drain pan, condenser fan shelf, and the floor of the compressor compartment to further prevent rusting and deterioration. The cabinet is to be constructed with side and top tent clamp tethers. Make _____ Model _____ State warranty: _____ _____ _____ State any requirements for this unit to function properly: _____ _____ _____ Delivery may be a consideration in the award of this bid. State delivery _____ days (ARO) after receipt of order. **The goal for delivery is before March 1, 2025. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Questions concerning this bid must be in writing to purchasing@cityofmobile.org on or before December 5, 2024.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



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: January 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_MAM_2025
2. MAM Election contract

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with Mary Ann Merchant for professional services for the 2025 Municipal Election, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Adopted:

City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Mary Ann Merchant (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS, the City of Mobile is required to hold a Municipal election and it is necessary to prepare and provide election materials to the general voting population and requires highly specialized services;

WHEREAS, the contract for this position is limited to ten (10) months, renewable upon City Council Approval;

WHEREAS, because the services to be performed are highly specialized and do not currently fall within any classification of the Mobile County Personnel Board, it is appropriate to secure said service by independent contract;

NOW, THEREFORE,

WITNESSETH

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

I. COMPENSATION

City hereby agrees to pay the Contractor the sum of TWO HUNDRED DOLLARS (\$200.00) per day for the term of this agreement. Said funds will be disbursed in bi-weekly payments, on the same day that Mobile disburses payroll payments to its employees. Said bi-weekly payments will be made in the form of direct deposits to the banking institution of Contractor's choosing, and if direct deposit settings have already been configured for a current City of Mobile employee, these settings shall remain in force and effect unless a change is otherwise requested by the Contractor.

II. TERM OF AGREEMENT

The term of the agreement shall commence on or after full execution of the contract; and continue for a period of ten months; upon City Council approval; unless terminated sooner due to lack of funding or for any other reason as allowed under this contract.

III. GENERAL PROVISIONS

- A.** Contractor acknowledges that his/her identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this agreement or any of the rights of privileges granted herein. This agreement may be terminated by either party with or without cause. Notice of termination shall be in writing, and the contractor shall be entitled to payment for all services rendered prior to the termination date.
- B.** All notices of cancellation, requests, demands, or other communications shall be in writing and duly delivered to the following address for the City at:

City Clerk
P.O. Box 1827
Mobile, AL 36633-1827

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

And to Contractor at:
Mary Ann Merchant
401 Arrosser Drive
Saraland, AL 36571

- C.** This agreement is the final expression of the agreement, between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understanding, or agreements. There are no representations, warranties, or stipulations, either in oral or written, not contained herein.
- D.** Any alterations, variations, modifications, or waiver of the provisions of the Agreement shall be valid only when they have been reduced to writing, and signed by an authorized representative of the party whom enforcement is sought.
- E.** The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable; such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to any party.
- F.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

- G.** The Contractor will submit to and/or maintain a proper background clearance with the City of Mobile Police Department, and comply with all measures required prior to employment, to ensure that he or she is of good moral and ethical character, and does not have a conviction record for any felonies. The Contractor may be subject to participation in the City's Drug Free Workplace Program.
- H.** The City will provide Contractor with proper office space, and the tools necessary to reasonably accomplish his/her assigned tasks.
- I.** The Contractor will not be allowed to participate in the City's health insurance program(s) available to City employees to the extent allowed by the City's health insurance plan.
- J.** The Contractor shall be required to maintain a current Alabama Driver's License, reporting any and all traffic accidents and moving violation citations to his or her commanding supervisor; and is hereby have access to and be authorized to operate a City owned vehicle during the course of daily assignment, as required. The Contractor is not authorized to utilize any City vehicle as a home-to-work vehicle.
- K.** The Contractor shall be issued, or be permitted to maintain (if previously assigned), a City email address, as well as the necessary keys, codes, and proximity cards necessary to access • spaces and locations associated with the City and the performance of his or her duties.
- L.** 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.
- M.** 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.
- N.** By signing this contract, Contractor represents and agrees that he/she is not currently engaged in, nor will he/she engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY: _____
Its City Clerk

CONTRACTOR

By: _____
Mary Ann Merchant

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said county in said state, hereby certify that, whose name is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal of office this the ____ day of _____, _____

Notary Public
(SEAL) State of Alabama-At-Large
My Commission Expires: _____

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:

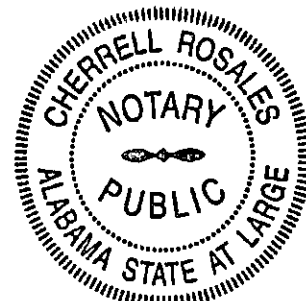
Salute MedTrans

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

CERTIFICATE OF PUBLIC CONVENIENCE & NECESSITY

This is to certify that the City Council of Mobile, Alabama, in their regular meeting of **January 2, 2025**, 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



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Laura Angle, Grants Compliance Manager

Sponsored by:

William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Authorize the sale of City property located at 76 Beauregard Street not now needed by the City of Mobile

Funding Source

NA

ATTACHMENTS:

1. Resolution Rec to Sell 76 Beauregard St
2. ROUTING FORM RESOLU PERMISSION-76 Beauregard St

REVIEWERS:

Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by William S. Stimpson, Mayor and William Carroll, Councilmember

WHEREAS, the City of Mobile owns real property located at 76 Beauregard Street, Mobile, AL 36602, consisting of 0.89 +/- acres and a single-story masonry building in poor condition, depicted in Exhibit A as Lot 3 (attached); and

WHEREAS, the original purchase, funded by a 2003 FHWA grant, included a larger land area, Lots 2 and 3, consisting of 1.82 +/- acres, depicted in Exhibit A as Lots 2 and 3 (attached); and

WHEREAS, the City is not utilizing Lot 3 of the property, and the current zoning for the property is industrial (I-2); and

WHEREAS, the City will seek the release of the federal grant reversionary interest and, if the property sells, repayment of required grant funding back to FHWA. The City would benefit from a sale of the subject property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

Adopted:

City Clerk

[illegible]

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 76 Beauregard Street
City Council District and Zoning: District 2, Councilmember: William Carroll
Zoning: I-2 (Heavy Industry)

Sale or Lease: Statutory Warranty Deed from City of Mobile

II. Acquisitions by City:

- How: : Key # 12900036: Warranty deed dated October 31, 2003 from Mobile and Birmingham Railroad Co and Norfolk Southern Railway Co.
- When October 31, 2003

Special Circumstances (if applicable): The original purchase included a larger land area, Lots 2 and 3, originally consisting of 1.82 +/- acres, depicted in Exhibit A (attached) as Lots 2 (key no. 12900037) and 3 (key no. 12900036), by TCSP grant in 2003

III. Why Sale/Lease recommended: The subject property, Lot 3, is not currently being used and is in need of repairs.



CAPITAL CONTRACT SUMMARY SHEET

NA



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Rosemary Ginn, City Engineer

Sponsored by:

Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Deed for Right-of-way and Permanent Drainage Easement, Parkway Drive, for the 2024-3005-03 –
2024 CIP Resurfacing City Council Districts 6 & 7 Project

Amount of Contract:

NA

Funding Source

NA

ATTACHMENTS:

1. Signed_Drainage Easement 12-06-2024
2. Signed_Right of Way Deed 12-06-2024
3. Resolution ROW & Drainage Easement-Parkway

REVIEWERS:

Lana Gauthier
Lana Gauthier

PERMANENT DRAINAGE EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **JASON ESTES AND SEAN ESTES**, the Grantors, of the County and State aforesaid, in and for the consideration of One Dollar (\$1.00), in hand paid by the City of Mobile, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further consideration of the general public benefit which will accrue to the neighborhood, to the public generally, and to their property, the Grantors do hereby **GIVE, GRANT, BARGAIN, SELL AND CONVEY** to the Grantee, its successors and assigns, full and free right, liberty and authority to enter upon and to construct, operate and maintain a storm drainage sewer and/or ditch, or other such drainage improvements as deemed necessary and appropriate by the Grantee, for the 2024-3005-03 – 2024 CIP Resurfacing City Council Districts 6 & 7 Project and any future project along this easement, over, under and across the following described land:

**SEE “EXHIBIT A” ATTACHED HERETO
AS SHOWN IN “EXHIBIT B”**

**THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD
OF THE GRANTORS.**

It is understood between the parties that the rights in and to the above described property which the Grantors are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. And for and in consideration of the above, the Grantors hereby release said City of Mobile from all consequential damages, present or prospective to the property of the Grantors, arising out of construction, maintenance or repair of said easement.

TO HAVE AND TO HOLD, the said permanent drainage easement unto the Grantee, its successors and assigns, as appurtenant to its storm drainage sewer and/or ditch, or other drainage improvements deemed appropriate and/or necessary so long as the Grantee, its successors and assigns, shall continue to operate and use for such purposes the storm drainage sewer and/or ditch, or other such drainage improvements constructed thereon as needed for said project.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this the 10th day of December, 2024.

OWNERS: Jason Estes and Sean Estes

By: [Signature]
Jason Estes

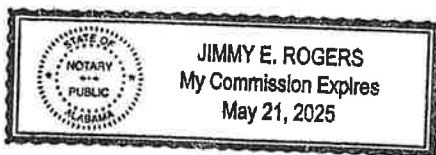
By: [Signature]
Sean Estes

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, JIMMY E. ROGERS the undersigned, a Notary Public in and for said County in said State do hereby certify that Jason Estes and Sean Estes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of DECEMBER, 2024.



[Signature]
Notary Public, State of Alabama
My Commission Expires: 5/21/2024

This instrument prepared by:
City of Mobile
Real Estate Dept.
P.O. Box. 1827
Mobile, AL 36633

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

GRANTORS
Jason Estes
Sean Estes
11660 Natures Trail
Spanish Fort, AL 36527

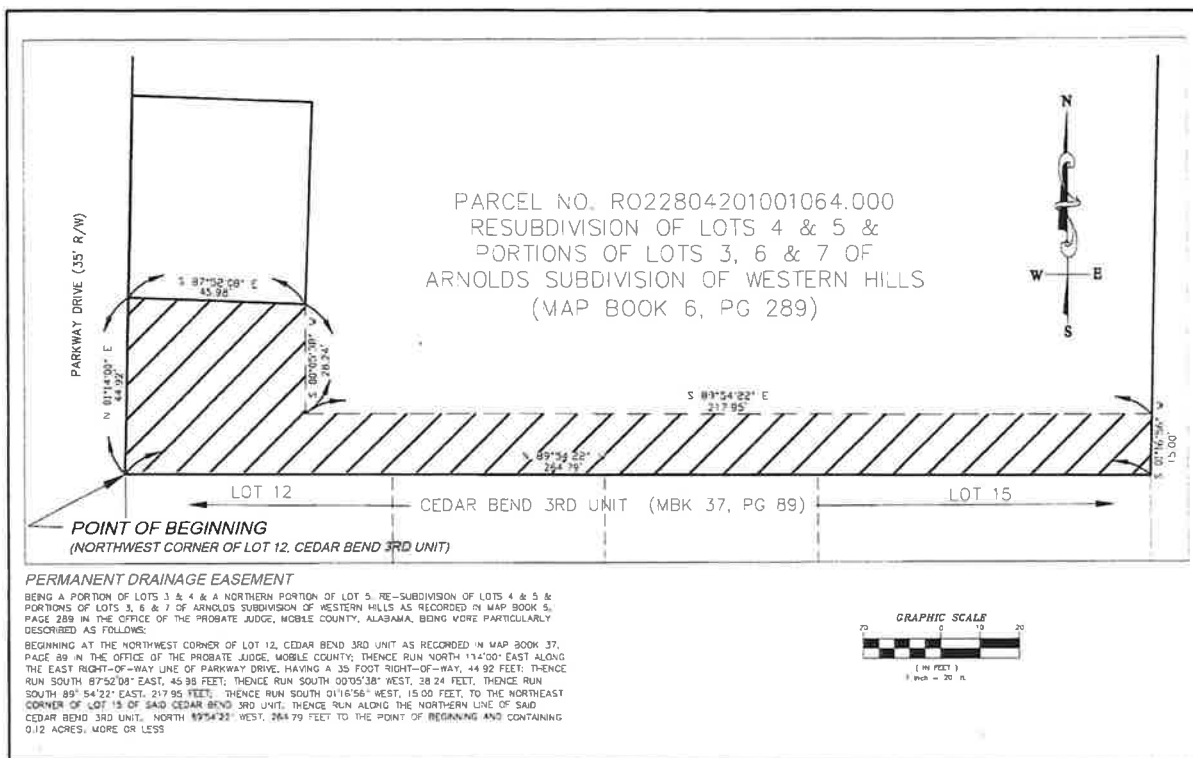
EXHIBIT "A"

PERMANENT DRAINAGE EASEMENT – PARKWAY DRIVE:

BEING A PORTION OF LOTS 3 & 4 & A NORTHERN PORTION OF LOT 5, RE-SUBDIVISION OF LOTS 4 & 5 & PORTIONS OF LOTS 3, 6 & 7 OF ARNOLDS SUBDIVISION OF WESTERN HILLS AS RECORDED IN MAP BOOK 6, PAGE 289 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 12, CEDAR BEND 3RD UNIT AS RECORDED IN MAP BOOK 37, PAGE 89 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY; THENCE RUN NORTH 1°14'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, HAVING A 35 FOOT RIGHT-OF-WAY, 44.92 FEET; THENCE RUN SOUTH 87°52'08" EAST, 45.98 FEET; THENCE RUN SOUTH 00°05'38" WEST, 28.24 FEET; THENCE RUN SOUTH 89° 54'22" EAST, 217.95 FEET; THENCE RUN SOUTH 01°16'56" WEST, 15.00 FEET, TO THE NORTHEAST CORNER OF LOT 15 OF SAID CEDAR BEND 3RD UNIT; THENCE RUN ALONG THE NORTHERN LINE OF SAID CEDAR BEND 3RD UNIT, NORTH 89°54'22" WEST, 264.79 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.12 ACRES, MORE OR LESS.

EXHIBIT "B"



RIGHT-OF-WAY DEED

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **JASON ESTES AND SEAN ESTES**, the Grantors, in and for the consideration of One and no Dollars (\$1.00) in hand paid by the **City of Mobile, A Municipal Corporation**, the receipt whereof being hereby acknowledged, and for the benefit which will accrue to the neighborhood, to the public generally and to Grantors' property, the undersigned Grantors, do hereby Give, Grant, Bargain, Sell and Convey unto the said City of Mobile, the Grantee, it successors and assigns, right of way hereinafter described, for the 2024-3005-03 – 2024 CIP Resurfacing City Council Districts 6 & 7 Project, over and across the lands of the undersigned for a public road, and full and free right, liberty, and authority to enter upon and to construct, operate, and maintain such public road, as follows, to-wit:

SEE "EXHIBIT A" ATTACHED HEREIN

AS SHOWN ON "EXHIBIT B"

**THE PROPERTY HEREIN DESCRIBED DOES NOT CONSTITUTE THE HOMESTEAD
OF THE GRANTORS.**

The property is conveyed subject to all existing utility, drainage easements, rights-of-way, zoning restrictions and to all prior reservations and conveyances of oil, gas and other minerals and mineral rights in, on and under the property and to any and all matters of record affecting title to or use of the property, or which would be shown by an accurate survey or are visible on the surface of the property.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto the said City of Mobile, a municipal corporation, its successors and assigns, forever in fee simple, for public road purposes. And for and in consideration of the above, the Grantors hereby release said City of Mobile from all consequential damages, present or prospective to the property of the Grantors, arising out of construction, maintenance, or repair of said road.

AND except as to the above, the Grantors, for themselves, their successors and assigns, hereby covenant with the Grantee, its successors and assigns, that they are seized of an indefeasible estate in and to said property, that said property is free and clear from any and all encumbrances not hereinabove mentioned, and that they do hereby **WARRANT** and **WILL FOREVER DEFEND** the title of said property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned have set our hand and seal, this the 10th day of December, 2024.

OWNERS: Jason Estes and Sean Estes

By:

Jason Estes

By:

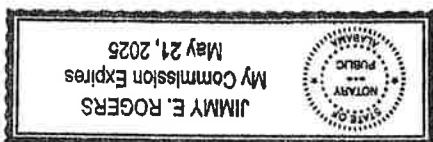
Sean Estes

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, JIMMY E. ROGERS the undersigned, a Notary Public in and for said County in said State do hereby certify that Jason Estes and Sean Estes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, that they executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 10th day of DECEMBER, 2024.



Jimmy E. Rogers
Notary Public, State of Alabama

My Commission Expires: 5/21/2025

This Instrument prepared by:
City of Mobile
Real Estate Dept
P.O. Box 1827
Mobile, AL 36633

GRANTEE:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

GRANTOR:
Jason Estes
Sean Estes
11660 Natures Trail
Spanish Fort, AL 36527

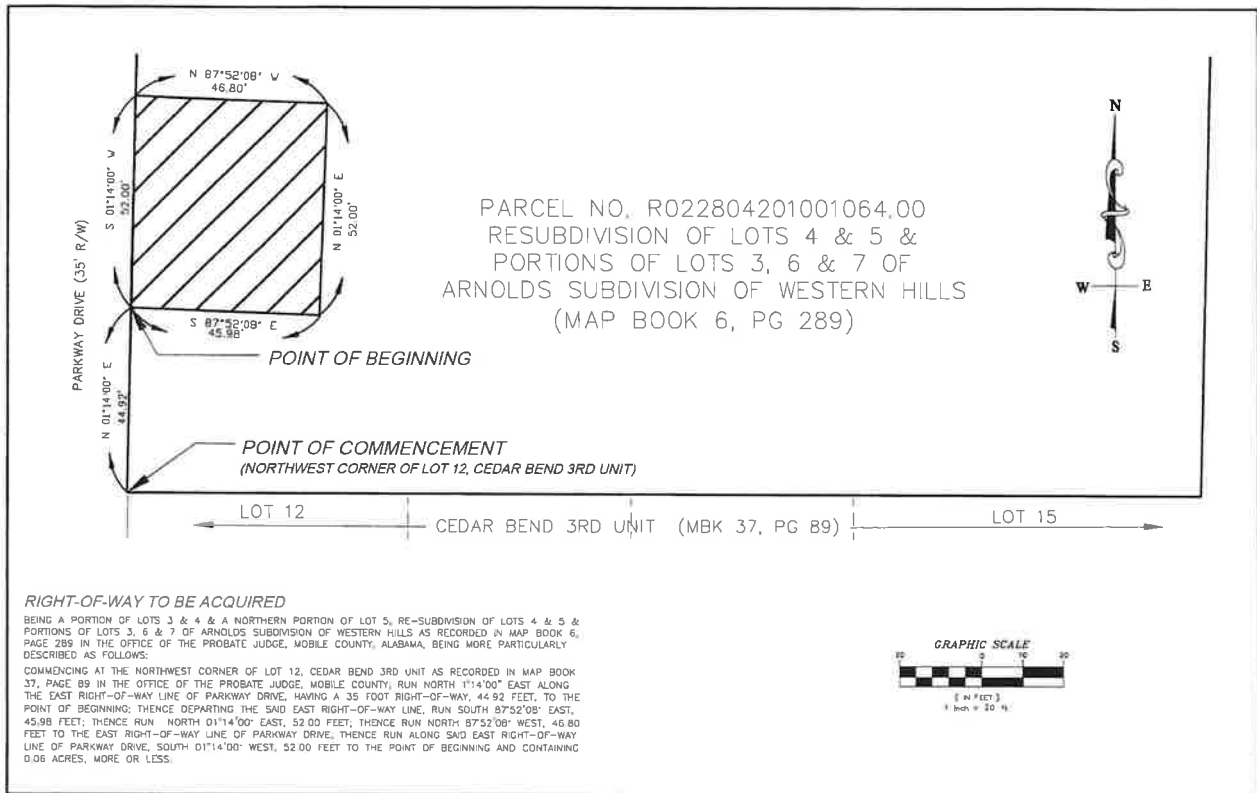
EXHIBIT "A"

REQUIRED RIGHT OF WAY – PARKWAY DRIVE:

BEING A PORTION OF LOTS 3 & 4 & A NORTHERN PORTION OF LOT 5, RE-SUBDIVISION OF LOTS 4 & 5 & PORTIONS OF LOTS 3, 6 & 7 OF ARNOLDS SUBDIVISION OF WESTERN HILLS AS RECORDED IN MAP BOOK 6, PAGE 289 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 12, CEDAR BEND 3RD UNIT AS RECORDED IN MAP BOOK 37, PAGE 89 IN THE OFFICE OF THE PROBATE JUDGE, MOBILE COUNTY; RUN NORTH 1°14'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, HAVING A 35 FOOT RIGHT-OF-WAY, 44.92 FEET, TO THE POINT OF BEGINNING; THENCE DEPARTING THE SAID EAST RIGHT-OF-WAY LINE, RUN SOUTH 87°52'08" EAST, 45.98 FEET; THENCE RUN NORTH 01°14'00" EAST, 52.00 FEET; THENCE RUN NORTH 87°52'08" WEST, 46.80 FEET TO THE EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE; THENCE RUN ALONG SAID EAST RIGHT-OF-WAY LINE OF PARKWAY DRIVE, SOUTH 01°14'00" WEST, 52.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.06 ACRES, MORE OR LESS.

EXHIBIT "B"



RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

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

that the City hereby accepts the Deed for Right-of-way and Permanent Drainage Easement, Parkway Dr.:

1. Right-of-Way Deed, from Jason Estes and Sean Estes, Parkway Dr., Key No. 00508659, Parcel No. 02-28-04-20-1-001-064.
2. Permanent Drainage Easement, from Jason Estes and Sean Estes, Parkway Dr., Key No. 00508659, Parcel No. 02-28-04-20-1-001-064

SAID documents with exhibits being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

R E S O L U T I O N

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

Adopted:

City Clerk

NOTICE OF HEARING 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

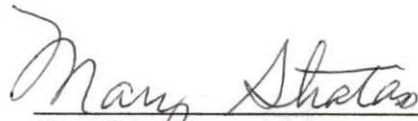
The undersigned, Mary Stratas, Chris Stratas, and Upham Properties, LLC, as owners of the real property abutting that certain alley between owners' property, Old Shell Road, Dauphin Street, and Upham Street, said alley being more particularly described on Exhibit "A", which is attached hereto and incorporated 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.



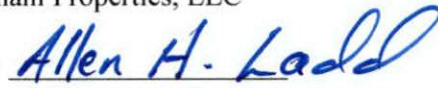
Mary Stratas


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.

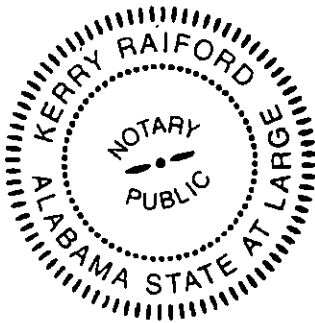
Mary Stratas
Mary Stratas

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

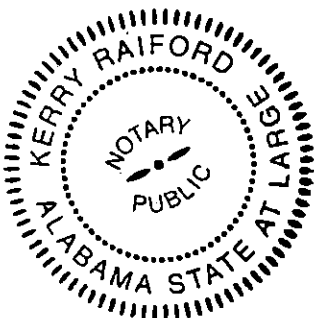
Chris Stratas
Chris Stratas

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

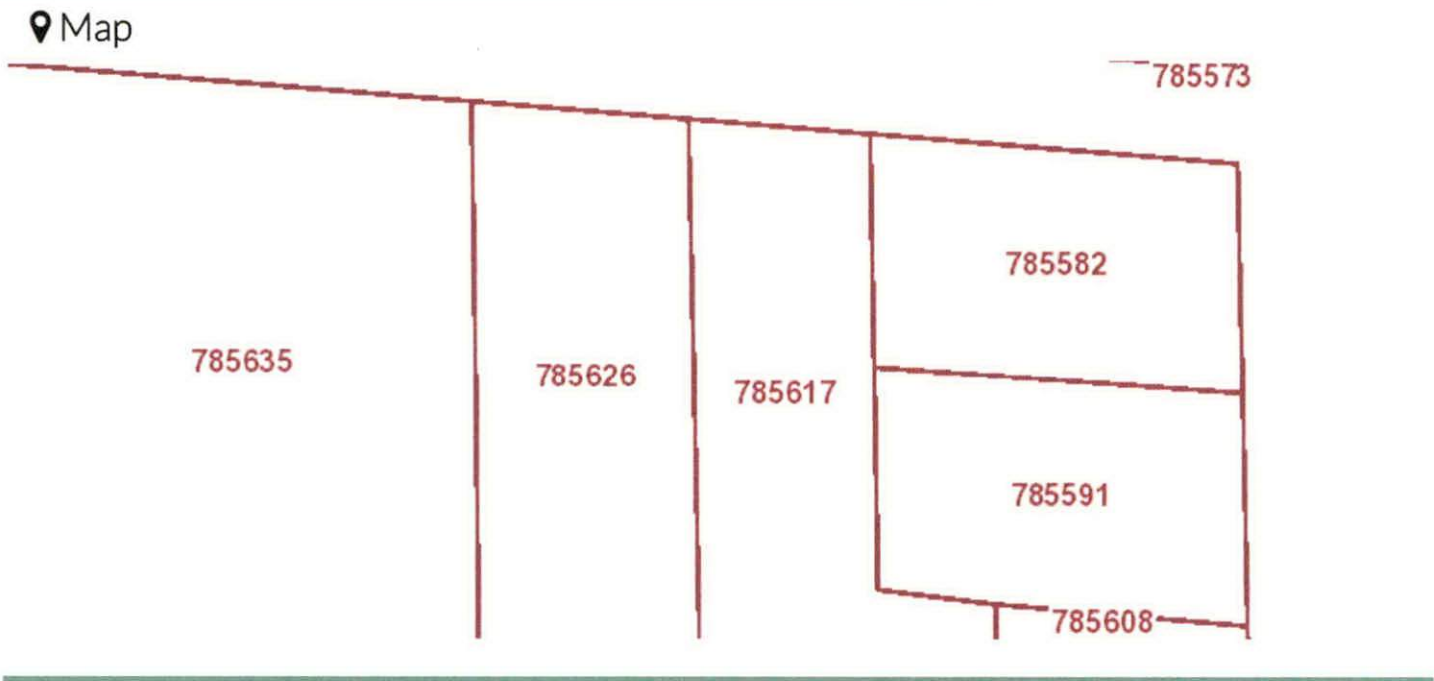
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Allen H. Ladd, who executed the foregoing instrument as member of Upham Properties, LLC, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, 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



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

$$\text{Total Sq.ft.} = 7292$$

$$\text{Value per sq.ft.} = \$2.47$$

$$\text{Alleyway Sq.ft.} = 5,642$$

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

2025 RELEASE UNDER E.O. 14176

1. All the above information was obtained from the following sources:
 a. The above information was obtained from the following sources:
 b. The above information was obtained from the following sources:
 c. The above information was obtained from the following sources:
 d. The above information was obtained from the following sources:
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 s. The above information was obtained from the following sources:
 t. The above information was obtained from the following sources:
 u. The above information was obtained from the following sources:
 v. The above information was obtained from the following sources:
 w. The above information was obtained from the following sources:
 x. The above information was obtained from the following sources:
 y. The above information was obtained from the following sources:
 z. The above information was obtained from the following sources:

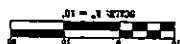
01/01/2018 12:00:00
 01/01/2018 12:00:00

NOTES ON CONTRIBUTORS

ENCLOSURE DE CL. ATTIV. 6004 US

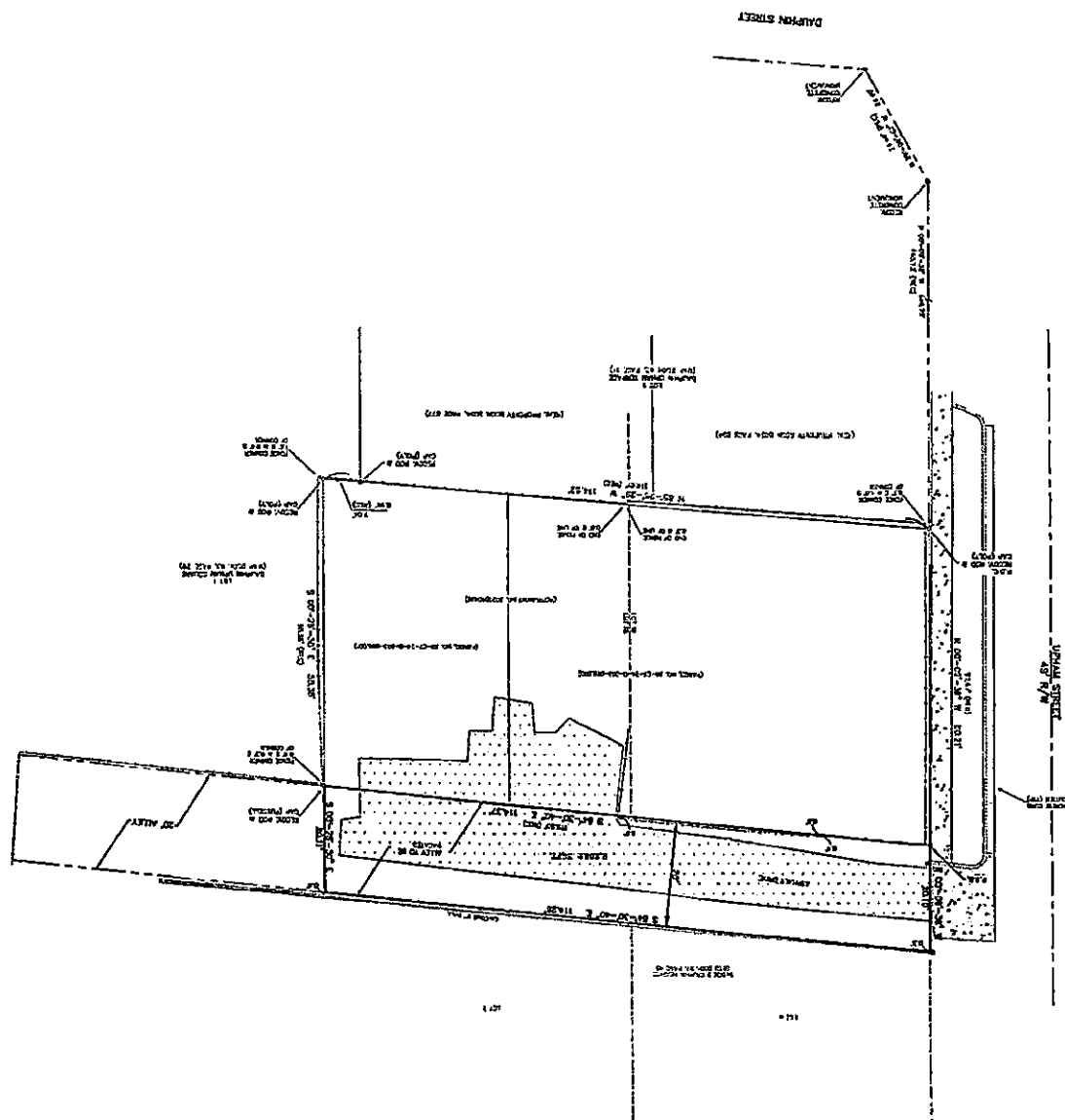
(1) During the period of January 1962 to March 1962, the following information was received from the Bureau of the Census, Washington, D.C.:

337



100%
 90%
 80%
 70%
 60%
 50%
 40%
 30%
 20%
 10%
 0%

आकृति १



City of Mobile

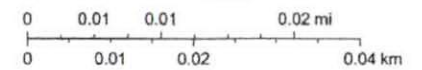


2/29/2024, 3:17:18 PM

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". The signature is fluid and cursive, with the first name "Daryl" being more prominent.

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.

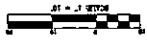
TJF:DRC
cc: Keri Coumanis

Engineering Approval: _____
RJ

Systems Planning Approval: _____
WM

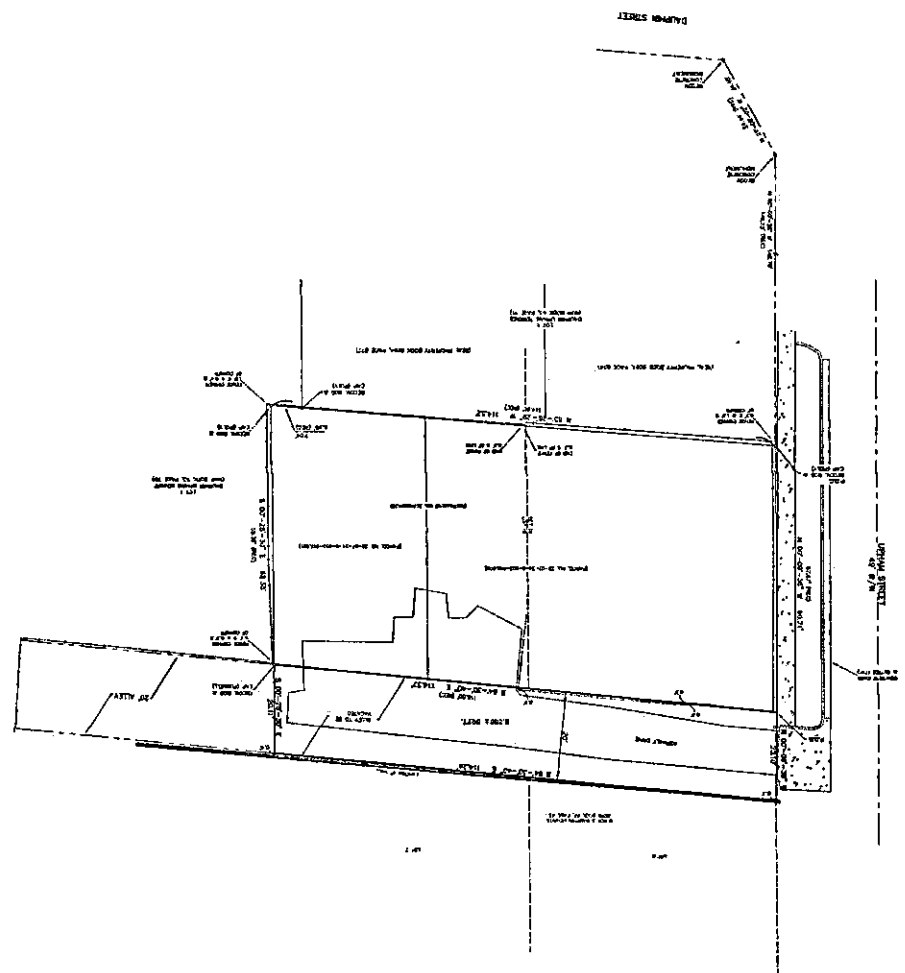
1. Name of the Surveyor 2. Name of the Client 3. Name of the Project 4. Name of the Location 5. Name of the Date 6. Name of the Scale 7. Name of the Sheet 8. Name of the Page		9. Name of the Surveyor 10. Name of the Client 11. Name of the Project 12. Name of the Location 13. Name of the Date 14. Name of the Scale 15. Name of the Sheet 16. Name of the Page
---	--	--

This is a true and correct copy of the original survey map as shown to the Surveyor by the Client. The Surveyor is not responsible for the accuracy of the information provided by the Client. The Surveyor is not responsible for the accuracy of the information provided by the Client. The Surveyor is not responsible for the accuracy of the information provided by the Client.



- 1. Surveyed boundary line
 2. Surveyed boundary line
 3. Surveyed boundary line
 4. Surveyed boundary line
 5. Surveyed boundary line
 6. Surveyed boundary line
 7. Surveyed boundary line
 8. Surveyed boundary line
 9. Surveyed boundary line
 10. Surveyed boundary line

LEGEND





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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution_vacation fee

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of an alley adjacent to property located at Dauphin Heights and Upham Street, as per Resolution **VACATION RESOLUTION #** is hereby set at \$5,737.97.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Allstate Insurance as Subrogee of their insured Velda Cawthon

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Cawthon

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D009\P006\00133903.doc

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Morgan Carroll is appointed to the Mobile City County Youth Council
effective immediately for.

Adopted:

City Clerk

RESOLUTION

Sponsored by: City Council

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the City Council concurs in the appointment of Chad Brown to the Infirmary Health System Special Care Financing Authority effective immediately for a term ending at noon on the second Monday in November 2027.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from NOAA an FY25 Marine Debris Interception Technologies under the BIL grant in the amount of \$148,840 to install and maintain litter interception devices at multiple sites within the Three Mile Creek watershed and provide on-going litter prevention education for the communities where the devices will be placed. No match is required for this grant.

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

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Retail Beer/Table Wine (Off Premises Only) License
Submitted by: JJR2024 LLC
Location: Speed Stop
 2909 Springhill Avenue
 Mobile, AL 36607

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5709	130493	1	December 31, 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

JJR 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

2909 SPRINGHILL AVENUE

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT
Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5709	130493	1	December 31, 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

JJR 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

2909 SPRINGHILL AVENUE

City, State, Zip Code

MOBILE AL 36607

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: December 13, 2024

Re: Application # 5709 / 2909 Spring Hill Ave.

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 restaurant 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 # 1, Cory Penn (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5709 DATE 12/31/2024
 APPLICANT JJR 2024 LLC
 LOCATION 2909 SPRINGHILL AVE
 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
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5709	130493	1	December 31, 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

JJR 2024 LLC

Trade Name (DBA)

SPEED STOP

Location Address

2909 SPRINGHILL AVENUE

City, State, Zip Code

MOBILE AL 36607

Contact Person Information				
Name	Title	POA	Phone	Email
RAJ BJAJSAR	MANAGER	NO	(334) 261-7456	SPEEDSTOP2909@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? 10/01/2024

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

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 12/09/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5709	License Account # 130493	Council District 1	Council Agenda Date December 31, 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 JJR 2024 LLC			Trade Name (DBA) SPEED STOP		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 08/12/2024	SOS Entry ID 001-149-335	State AL	County MOBILE
Federal Tax ID (FEIN) 99-4412035	Alabama State Sales Tax ID R012223487	Business Phone Number (901) 230-0326			
Physical Address (Street Address, Suite #) 2909 SPRINGHILL AVENUE		City MOBILE	State AL	Zip Code 36607	
Mailing Address (Street Address, Suite #, PO Box) 2909 SPRINGHILL AVENUE		City MOBILE	State AL	Zip Code 36607	
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 BJAVSAR	Title MANAGER	POA NO	Phone (334) 261-7456	Email SPEEDSTOP2909@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name USA FOOD MART LLC			Trade Name (DBA) USA FOOD MART		
ABC License Type 050/070 - RETAIL BEER/WINE (OFF PREMISES ONLY)		License Number 010277349	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name 5 TROMH INVESTMENT LLC - TAM MINH TRINH			Property Owner Phone Number (251) 533-7339	Property Owner Email TLTRINH@HOTMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 7620 CUMBERLAND COURT			City MOBILE	State AL	Zip Code 36695
Bldg Square Footage 1,700	Bldg Seating Capacity 0	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? NO Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials 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 PARKWAY #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?																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">NO</td> <td style="width: 25%;">If Yes, Law Violation</td> <td style="width: 25%;">Arresting Agency</td> <td style="width: 15%;">Arrest Date</td> <td style="width: 20%;">Disposition</td> </tr> </table>						NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition																	
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?																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="3" style="width: 15%;">YES</td> <td style="width: 25%;">If Yes, Legal Business Name</td> <td style="width: 25%;">Business DBA</td> <td colspan="3" style="width: 30%;">Physical Location Address (Street, City, Zip Code)</td> </tr> <tr> <td style="text-align: center;">JAY HANUMAN 2024 LLC</td> <td style="text-align: center;">FIRST STOP</td> <td colspan="3" style="text-align: center;">1275 SPRINGHILL AVENUE MOBILE 36604</td> </tr> <tr> <td style="text-align: center;">JAY HANUMAN 2024 LLC</td> <td style="text-align: center;">SPRINGHILL FIVE POINT DISCOUNT PACKAGE & TOBACCO</td> <td colspan="3" style="text-align: center;">1275 SPRINGHILL AVENUE STE C MOBILE 36604</td> </tr> <tr> <td></td> <td style="text-align: center;">JAY SIYARAM 2024 LLC</td> <td style="text-align: center;">QUICK PICK</td> <td colspan="3" style="text-align: center;">2311 ST STEPHENS ROAD MOBILE 36617</td> </tr> </table>						YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)			JAY HANUMAN 2024 LLC	FIRST STOP	1275 SPRINGHILL AVENUE MOBILE 36604			JAY HANUMAN 2024 LLC	SPRINGHILL FIVE POINT DISCOUNT PACKAGE & TOBACCO	1275 SPRINGHILL AVENUE STE C MOBILE 36604				JAY SIYARAM 2024 LLC	QUICK PICK	2311 ST STEPHENS ROAD MOBILE 36617		
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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																							
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If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition																								
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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																											

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

12-09-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

OWNER

Sworn to and subscribed before me this 9th day of December 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

December 9, 2024



SPEED STOP

2909 SPRING HILL AVENUE

MOBILE, AL 36607 USA

ACCOUNT NUMBER: 130493 TERRITORY I

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>
1933717	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

12/09/2024 03:05PM KAREN T.
043876-0006

BUSINESS LICENSE

JJR 2024 LLC

130493

2024 Item: 1933717

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: JJR 2024 LLC



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

JJR 2024 LLC

dba

SPEED 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)

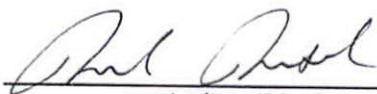
for the premises located at

2909 SPRINGHILL AVENUE

, 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 31, 2024** for application number **2024 - 5709**

- 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: 20241118141011268

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
Trade Name: **SPEED STOP** Filing Fee:
Applicant: **JJR 2024 LLC** Transfer Fee: \$100.00
Location Address: 2909 SPRINGHILL AVE MOBILE, AL 36607
Mailing Address: 2909 SPRINGHILL AVE MOBILE, AL 36607
County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-149-335
Do you sell Draft Beer?:
Date Incorporated: 08/12/2024 State incorporated: AL County Incorporated: MOBILE
Date of Authority: 08/12/2024
Federal Tax ID: 99-4412035 Alabama State Sales Tax ID: R012223487

Name:	Title:	Date and Place of Birth:	Residence Address:
PINAL PATEL 8605002 - AL	MEMBER	03/15/1980 SURAT GUJARAT INDIA	5635 TILLMANS CORNER PARKWAY MOBILE, AL 36619

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: RAJ BJAJSAR
Business Phone: 334-261-7456
Fax:

Home Phone: 334-261-7456
Cell Phone: 334-261-7456
E-mail: SPEEDSTOP2909@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: USA FOOD MART
Applicant: USA FOOD MART LLC

Previous License Number(s)
License 1: 050-010277349
License 2: 070-010277349



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20241118141011268



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
USA FOOD MART LLC
Address: 2909 SPRINGHILL AVE
MOBILE, AL 36607
Telephone: 251-510-5151

NEW APPLICANT:
JJR 2024 LLC
Address: 2909 SPRINGHILL AVE
MOBILE, AL 36607
Telephone: 334-261-7456

Current License No: 050-010277349
070-010277349

LICENSED PREMISES ADDRESS: 2909 SPRINGHILL AVE MOBILE, AL 36607

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 18 day of November, 2024.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

Print Name: MAHMOUD OUSGAS
Title: MEMBER

Print Name: PRADAL Patel
Title: member

WITNESS: (By ABC Enforcement) Sandy Durham
Revised 9/08



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241118141011268

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
Name of Property owner/lessor and phone number: **5 TROMH INVESTMENT LLC 251-533-7339**
What is lessors primary business? **RENTAL PROPERTY**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **1700** Display Square Footage:
Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
Number of licenses in the vicinity: **1** Nearest: **1**
Nearest school: Nearest church: Nearest residence: **1 blocks**
Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? **NO**

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION

Confirmation Number: 20241118141011268



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

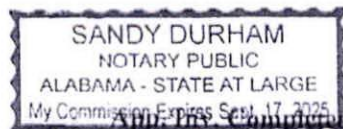
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): PINAL Patel

Signature of Applicant: *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:

251-510-5151



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
MONTGOMERY, ALABAMA

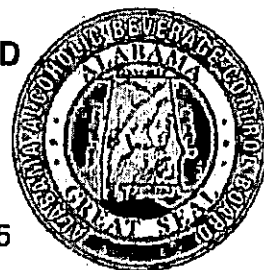
2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240912000040302

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 010277349



County: MOBILE Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2024 Printed Date: 09/12/2024

Trade Name: USA FOOD MART

Licensee: USA FOOD MART LLC

Location: 2909 SPRINGHILL AVE
MOBILE

AL 36607

Mailing Address: 2909 SPRINGHILL AVE
MOBILE

AL 36607

050 RETAIL BEER (OFF PREMISES ONLY)

070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
Product type: 1

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.

101831

Curtis E. Stewart

ADMINISTRATOR



IN THE PROBATE COURT OF MOBILE COUNTY, ALABAMA

IN THE MATTER OF

: CASE NO: 2021-2518

**PINALKUMAR VINODBHAI PATEL,
Petitioner.**

: DATE: February 14, 2022

ORDER

This cause came before the Court on February 14, 2022, on the Petition filed by PINALKUMAR VINODBHAI PATEL, whose date of birth is March 18, 1980. Appearances were noted in the record. This cause is properly before the Court pursuant to its jurisdiction and authority as conferred by statute, local act and Constitutional provisions. Upon due consideration of the evidence and argument presented, the Court **FINDS, CONCLUDES** and

1. The Petition for Change of Name is **GRANTED**.
2. The name of **PINALKUMAR VINODBHAI PATEL**, be and the same is hereby changed to **PINAL PATEL**.
3. Costs are **TAXED** to the Petitioner, **FOR THE RECOVERY OF WHICH LET EXECUTION ISSUE**.

ORDERED AND DECREED





DON DAVIS, Judge of Probate



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. Box 1511 | MONTGOMERY, AL 36102
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

July 2, 2024

Dear Mr. Patel,

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

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:8012406257

NAME:PATEL,PINAL

SOC:415776210

ABI RESULT:NON-IDENT

SID:AL50266872

CERTIFIED COPY OF ALEA DOCUMENT

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:

JJR 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):

2909 SPRINGHILL AVE MOBILE, AL 36607

*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	
001-149-335	DLL
Date	08/12/2024
Time	16:22:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check only if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 8 / 12 / 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 04 : 22 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

8 / 12 / 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	5635 TILLMANS CORNER PKWY # A MOBILE, AL 36607	5635 TILLMANS CORNER PKWY # A MOBILE, AL 36607

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:

JJR 2024 LLC

This name reservation is for the exclusive use of PINAL PATEL, 2909
SPRINGHILL AVE, MOBILE, AL 36607 for a period of one year beginning
August 12, 2024 and expiring August 12, 2025



RES171798

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

August 12, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen", written over a horizontal line.

Wes Allen

Secretary of State

Date of this notice: 08-12-2024

Employer Identification Number:
99-4412035

Form: SS-4

Number of this notice: CP 575 G

JJR 2024 LLC
SPEED STOP
% PINAL PATEL SOLE MBR
2909 SPRINGHILL AVE
MOBILE, AL 36607

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 99-4412035. 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:

JJR-2024 LLC

2909 SPRINGHILL AVE

MOBILE, AL 36607-1821

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012223487	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

HAYCS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

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 9th day of December 20 24

Notary Printed Name

Notary Signature

My (Notary) Commission Expires

Jason D. Smith

8/31/2027

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

Jason D. Smith

Notary Public

Alabama State at Large

My Commission Expires:

8/31/2027

Fam Trunk

Owner of Property (Signature)

PINAL Patel

Applicant Name (Signature)

Street Address

Street Address

2909 springhill ave

5635 tillman (omr pruy)

City, State, Zip

City, State, Zip

Mobile AL 36607

Mobile AL 36619

Date Agreement Signed

Date Agreement Signed

12-9-2024

12-9-2024

| Application Property Ownership

My Place

City of Mobile ... GIS Data

Information for Address: 2909 Spring Hill Ave

Parcel Owner / Mailing Address:

5 Trinh Investment Llc
7620 Cumberland Ct
Mobile, Al 36695

Parcel Information:

Parcel: R022908181003099.000 / 840816

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Crichton

Historic District:

Address is not within a Historic District

PLS Section:

4S1W18

Census Tract:

002700

Zipcode:

36607

--- Public Services ---

Garbage Pickup:

(Wednesday East / Route B)

Trash Pickup:

(Wednesday North / 3-TD-12)

Fire District:

(Fire Station 12 Crichton)

Police Precinct/Beat:

(Precinct 3 Beat 31)

--- Political ---

City Council District:

District: (1)

Cory Penn - (251) 208-7441

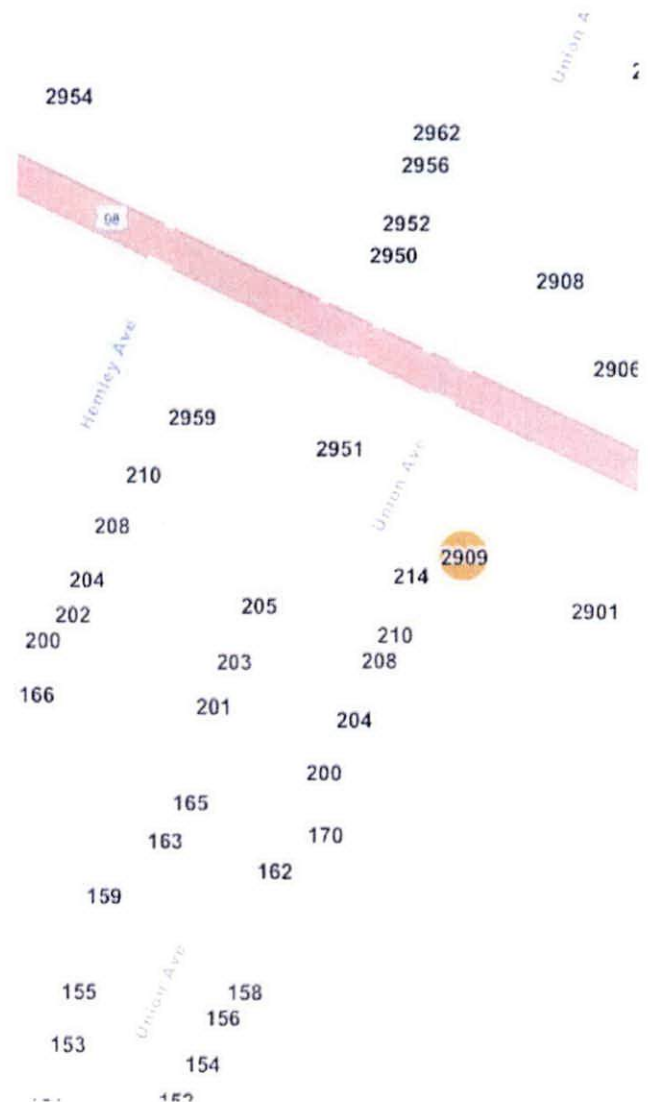
County Commissioner District:

District: (1)

State House District:

District: (99)

State House District

[Search for New Ad...](#)

[Application Support](#)

Copyright: City of Mobile

2024

Mobile County Property Search

Key Number: 840816 For Year 2024

Property Details

Account

Key Number: 840816

Legal Description: BEG AT PT AT SE COR OF SPRINGHILL & UNION AVES & RUN TH ELY ALG S/S OF
SPRINGHILL AVE 112 FT FOR FRONT & EXT BACK SLY BET LINES PAR WITH UNION AVE 150
FT FOR DEPTH HAVING EQUAL WIDTH IN REAR AS IN FRONT LESS PT FOR RD R/W #SEC 18
T4S R1W #MP29 08 18 1 003

Parcel Number: 2908181003099XXX

Type: Real

Property Class: 2

Location

Address: 2909 SPRING HILL AVE MOBILE, AL 36607-1821

Owner

Name: 5 TRINH INVESTMENT LLC

Mailing Address: 7620 CUMBERLAND CT

MOBILE, AL 36695-2506

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$228,100

Land Value: \$51,600

Appraised Value: \$279,700

Taxable Value: \$279,700

Assessed Value: \$55,940

VALUES DISPLAYED ARE 2024 VALUES.

STATE OF ALABAMA:

COUNTY OF MOBILE:

COMMERCIAL LEASE

This **COMMERCIAL LEASE ("LEASE")** is made to be effective as of October 1, 2024 ("**EFFECTIVE DATE**") as hereinafter defined by and among **S TRINH INVESTMENT, LLC ("LESSOR")** and **JJR 2024 LLC ("TENANT")**.

In consideration of the covenants contained in this **LEASE** the parties agree as follows:

1. SUBJECT AND PREMISES: LESSOR leases to TENANT, and TENANT leases from LESSOR, on the terms and conditions set out in this **LEASE**, the **PREMISES** situated in the County of **MOBILE**, State of Alabama, described as follows to-wit:

Premises located at 2909 Springhill Avenue, Mobile, Alabama 36607, and all improvements directly associated with said premises, to include, but not limited to, the driveways, area lighting, dumpster, curbs, sidewalks, parking areas, etc.

The **PREMISES** is leased subject to the following:

- (A) Real property taxes and assessments.
- (B) Easements, leases, covenants and restrictions which affect the **PREMISES**.
- (C) Right-of-ways for streets, alleys and public utilities.
- (D) Present and future zoning and building restrictions, laws regulations and ordinances affecting the **PREMISES**.
- (E) Present and future federal, state or municipal laws, ordinances and regulations affecting the **PREMISES**.
- (F) All present and future mortgages and liens of any nature affecting the **PREMISES**.
- (G) Any state of facts which an accurate survey, title search or personal inspection of the **PREMISES** would show.
- (H) All oil, gas and other minerals in, on or under the **PREMISES** and all rights of ingress and egress over and across the **PREMISES** for the purposes of exploring for, taking and removing oil, gas and other minerals.

2. TERM: The Primary term ("**TERM**") of this **LEASE** shall commence on the 1st day of October, 2024 ("**COMMENCEMENT DATE**") and terminate on the 30th day of September, 2029 at 11:59 p.m. ("**EXPIRATION DATE**"), unless otherwise postponed, accelerated or extended as may be provided in this **LEASE**.

TENANT shall have the option to renew this lease for three (3) additional five (5) year terms. Such renewal option to be exercised by giving **LESSOR** notice at least ninety (90) days in advance of the end of the primary term and the end of each five (5) year extension thereafter.

TENANT agrees to pay as rent for the **PREMISES** to the **LESSOR** the rent provided for in Paragraph 3 below.

3. RENT: The **TENANT** agrees to pay **LESSOR** as rent for the Leased Premises as follows:

(A) The sum of **FIVE THOUSAND FIVE HUNDRED DOLLARS and NO/100 (\$5,500.00) PER MONTH** for the **FIVE (5)** year period of the primary term ending on the 30th day of September, 2029, said monthly payments to be made on the first day of each month thereof.

44. **SUCCESSORS:** Notwithstanding any other provisions of this LEASE, all of the terms, covenants, and conditions of this LEASE shall inure to the benefit of and shall bind as the case may be, not only the parties hereto, but the heirs, executors, administrators and successors of the respective parties hereto.

45. **TIME OF ESSENCE:** It is understood and agreed between the parties hereto that time is of the essence in all the terms, conditions and provisions of this LEASE.

46. **COUNTERPARTS:** This LEASE may be executed in counterparts, each of which shall be deemed a duplicate original of this LEASE.

47. **ENTIRE LEASE:** This LEASE represents the entire lease between the parties hereto and supersedes any previous negotiations. There have been no representations made by LESSOR or TENANT or understandings made between the parties other than those set forth in this LEASE. This LEASE may not be modified other than by lease in writing signed by all parties hereto or their successors in interest.

48. **SURVIVAL OF REPRESENTATIONS AND WARRANTIES:** The representations and warranties of the TENANT in this LEASE shall survive the termination of this LEASE.

49. **EFFECTIVE DATE:** The date of execution by LESSOR shall be deemed the effective date of this LEASE ("EFFECTIVE DATE").

IN WITNESS WHEREOF, LESSOR and TENANT have respectively executed this document on the dates of their acknowledgments hereto to be effective as of the day and date first above written.

LESSOR:

5 TRINH INVESTMENT, LLC
An Alabama Corporation

By: Tam Minh Trinh
Tam Minh Trinh - President

ADDRESS OF LESSOR:
7620 Cumberland Ct.
Mobile, AL 36695

TENANT:

JSR 2024 LLC

(Company)

By: Pinal Patel
Pinal Patel, sole member

ADDRESS OF TENANT:

2906 Springhill Ave.
Mobile, AL 36607

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that

Pinal Patel whose name as a Sole Member
JJR 2024 LLC
of an Alabama limited liability Company, 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 the instrument,
that he, as such officer and with full authority, executed the same voluntarily for and as the act of said
JJR 2024 LLC (company).

Given under my hand and seal this 25th day of September, 2024.

Jason D. Smith
Notary Public
Alabama State at Large
My Commission Expires:
8/21/2024



NOTARY PUBLIC
My Commission Expires:

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that TAM
MINE TRINH, whose name as President of S TRINH INVESTMENT, LLC an Alabama Corporation is
signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being
informed of the contents of the instrument, that he, as such officer and with full authority, executed the same
voluntarily for and as the act of said Corporation.

Given under my hand and seal this 25th day of September, 2024.

Jason D. Smith
Notary Public
Alabama State at Large
My Commission Expires:
8/21/2024



NOTARY PUBLIC
My Commission Expires:



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

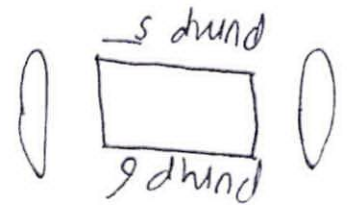
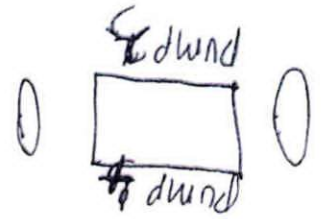
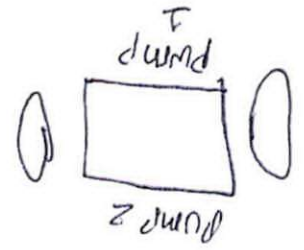
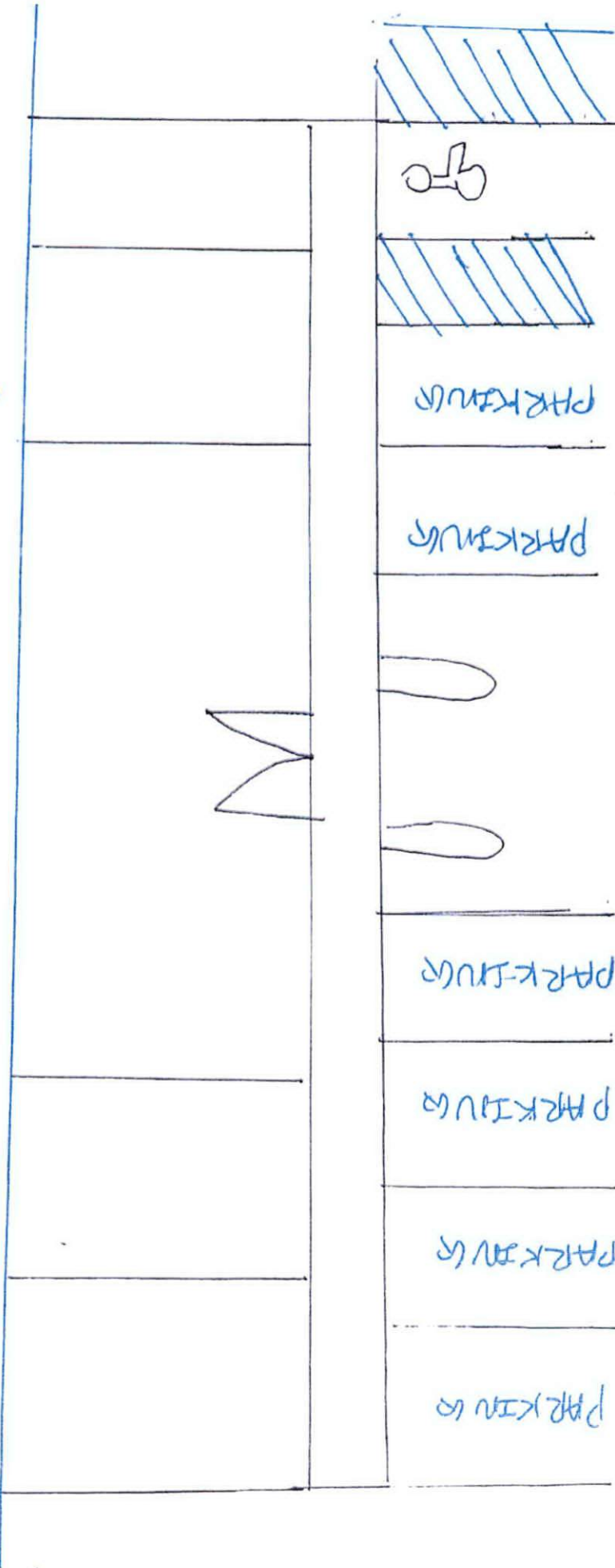
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

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 ALABC 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 JTR 2024 LLC				Trade Name (DBA) Speedstop			
Company Physical Address (Street Address, Suite #) 2909 Spanghill Ave				City Mobile	State AL	Zip Code 36607	
Business Contact Person Information							
Name Raj Bhavsar		Title Manager		Phone 334-617-7436		Email speedstop2909@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1700	Parking Provided 7	Parking Required 6	Compliance ✓	Zoning B-3	Approved ✓		
Comments EXISTING CONVENIENCE STORE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler				Date 12-9-2024	

2909 springhill ave
 Mobile Alabama 36607

SPEEDSTOP

We sell for less





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-146042-2024

Issue Date: 12/09/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022908181003099.	2909 Spring Hill Ave	

Business Name	Issued To	Zoning Districts
JJR 2024 LLC dba SPEED STOP	Name: PINAL PATEL Company: JJR 2024 LLC dba SPEED STOP Address: 2909 Spring Hill Ave MOBILE, AL 36607 Phone: () -	B-3

This Zoning Classification Allows the property to be used for:

CONVENIENCE STORE WITH GASOLINE SALES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

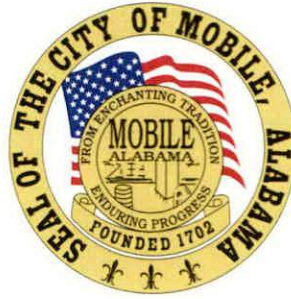
Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Restaurant Retail Liquor License
Submitted by: T C Taco LLC
Location: P S Taco Co
5000 Rangeline Crossing Drive
Suite F
Mobile, AL 36619

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 V. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5689	129727	4	December 31, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

T C TACO LLC

Trade Name (DBA)

P S TACO CO

Location Address

5000 RANGELINE CROSSING DRIVE STE F

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5689	129727	4	December 31, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

T C TACO LLC

Trade Name (DBA)

P S TACO CO

Location Address

5000 RANGELINE CROSSING DRIVE STE F

City, State, Zip Code

MOBILE AL 36619

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: December 13, 2024

Re: Application # 5689 / 5000 Rangeline Crossing Dr. Ste. F

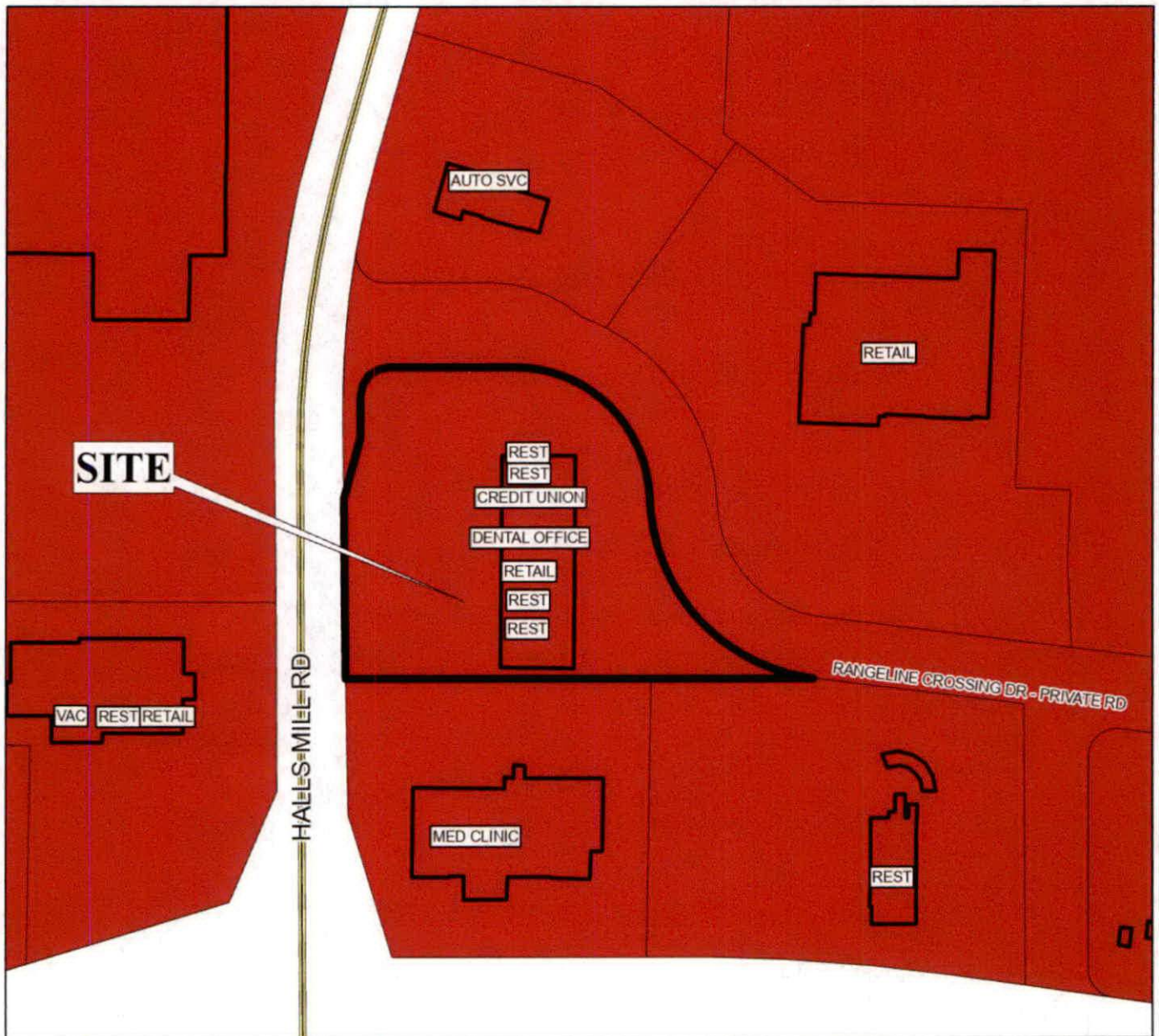
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 4, Ben Reynolds (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5689 DATE 12/31/2024

APPLICANT T C TACO LLC

LOCATION 5000 RANGELINE CROSSING DR STE F

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
12/09/2024	TRANSFER - OWNERSHIP	2024 - 5689	129727	4	December 31, 2024

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

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
T C TACO LLC

Trade Name (DBA)
P S TACO CO

Location Address
5000 RANGELINE CROSSING DRIVE STE F

City, State, Zip Code
MOBILE AL 36619

Contact Person Information				
Name	Title	POA	Phone	Email
HUNTER K MASON	OWNER	NO	(251) 581-2946	HAFOODSLLC23@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? 09/16/2024

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 12/09/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5689	License Account # 129727	Council District 4	Council Agenda Date December 31, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name T C TACO LLC			Trade Name (DBA) P S TACO CO		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 07/15/2024	SOS Entity ID 001-145-078	State AL	County MOBILE
Federal Tax ID (EIN) 99-3977259	Alabama State Sales Tax ID R012239312	Business Phone Number (251) 581-2946			
Physical Address (Street Address, Suite #) 5000 RANGELINE CROSSING DRIVE STE F		City MOBILE	State AL	Zip Code 36619	
Mailing Address (Street Address, Suite #, PO Box) 5761 LARUE STEINER ROAD		City THEODORE	State AL	Zip Code 36582	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name HUNTER K MASON	Title OWNER	POA NO	Phone (251) 581-2946	Email HAFOODSLLC23@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name P S TACO TILLMANS CORNER LLC		Trade Name (DBA) P S TACO COMPANY			
ABC License Type 020 - RESTAURANT RETAIL LIQUOR		License Number 011673649	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name JB LEVERT LAND COMPANY LLC		Property Owner Phone Number (504) 828-2950	Property Owner Email PTAPIE@LEVERT.NET		
Property Owner Mailing Address (Street Address, Suite #, PO Box) PO BOX 518		City METARIE	State LA	Zip Code 70004	
Bldg Square Footage 1,800	Bldg Seating Capacity 64	Restroom Facilities YES	Patio Area YES	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials HM

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) MASON, HUNTER KANE			Title MEMBER		Driver's License (State, Number) AL 8827453		
Home Address (Street Address, Apt/Unit #) 10000 HALL ROAD			City GRAND BAY		State AL	Zip Code 36541	
Date of Birth 12/04/1998	Place of Birth (City, State, Nation) MOBILE AL USA		Social Security Number 419-49-6332		Mobile/Phone Number (251) 581-2946		
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) WEINACKER, ROGER ALEXANDER			Title MEMBER		Driver's License (State, Number) AL 7712368		
Home Address (Street Address, Apt/Unit #) 1960 MAPLE VALLEY ROAD			City SEMMES		State AL	Zip Code 36575	
Date of Birth 08/15/1988	Place of Birth (City, State, Nation) MOBILE AL USA		Social Security Number 422-35-9038		Mobile/Phone Number (251) 490-8117		
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 HM

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

Hm

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.

Hm

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.

Hm

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.

Hm

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.

Hm

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.

Hm

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.

Hm

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

Hunter Mason

12/9/24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

owner

Sworn to and subscribed before me this **9th** day of **December** 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

December 9, 2024



PS TACO CO

5000 RANGELINE CROSSING DRIVE SUITE F

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 129727 TERRITORY 4

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1933679	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Revenue Department P.O. Box 3065 Mobile, Alabama 36652 www.cityofmobile.org

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

12/09/2024 10:04AM KAREN T.
043876-0001

BUSINESS LICENSE

TC TACO LLC DBA PS TACO CO
129727

2024 Item: 1933679

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

MasterCard *****3942

Ref=eaafa205-943b-49ae-93cd-87861196244c

Auth=19478Z

Change due \$0.00

Paid by: MASON/HUNTER



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

T C TACO LLC

dba

P S TACO CO

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

5000 RANGELINE CROSSING DRIVE STE F, 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 31, 2024 for application number **2024 - 5689**

- 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: 20241023155023873



Type License: 020 - RESTAURANT RETAIL LIQUOR State: County:
 Type License: State: County:
 Trade Name: P S TACO CO Filing Fee:
 Applicant: T C TACO LLC Transfer Fee: \$50.00
 Location Address: 5000 RANGELINE CROSSING DR STE F MOBILE, AL 36619
 Mailing Address: 5761 LARUE STEINER RD THEODOR, AL 36582
 County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: 001-145-078
 Do you sell Draft Beer?:
 Date Incorporated: 07/15/2024 State incorporated: AL County Incorporated: MOBILE
 Date of Authority: 07/15/2024
 Federal Tax ID: 99-3977259 Alabama State Sales Tax ID: R012239312

Name:	Title:	Date and Place of Birth:	Residence Address:
ROGER ALEX WEINACKER 7712308 - AL	MEMBER	08/15/1988 MOBILE AL	1960 MAPLE VALLEY RD SEMMES, AL 36575
HUNTER KANE MASON 8827453 - AL	MEMBER	12/04/1998 MOBILE AL	10000 HALL RD GRAND BAY, AL 36531

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 officer, director, or 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, whether rented, leased or used in the conduct of business by the holder of any various, malt or brewed liquor, wine 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, through a subsidiary or affiliate or other licensee, or from any firm, association or corporation, regulated under or regulated by the authority of this act? NO

Contact Person: HUNTER MASON
 Business Phone: 251-581-2946
 Fax:

Home Phone: 251-581-2946
 Cell Phone: 251-581-2946
 E-mail: HAFOODSLLC23@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name: P S TACO COMPANY
 Applicant: P S TACO TILLMAN, CORNELIUS LLC

Previous License Number(s):
 License 1: 0205 D1142 1640
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241023155023873

Initial each

Hm
Hm

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.

Hm

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.

Hm

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

Hm

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.

Hm

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 officers 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.

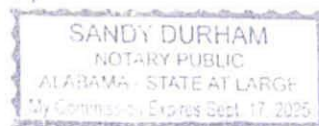
Hm

I hereby swear and affirm that I have read the application and all statements therein and facts set forth herein are correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Hunter Mason

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: 20241023155023873

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 F



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: 20240718000011210

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 011673649



County: MOBILE Tobacco Business Type: 44 Vending Machines: 0
Effective Date: 10/01/2024 Printed Date: 07/18/2024
Trade Name: P S TACO COMPANY
Licensee: P S TACO TILLMANS CORNER LLC
Location: 5000 RANGELINE CROSSING DRIVE STE F
MOBILE AL 36619
Mailing Address: 1071 GRAND HERON COURT E
MOBILE AL 36693

020 RESTAURANT RETAIL LIQUOR

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.

111287



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:

TC TACO 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): HUNTER MASON

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

5761 LARUE STEINER RD THEODORE, AL 36582

***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
001-145-078 DLL
Date 07/15/2024
Time 14:27:00
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 7 / 15 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 02 : 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).

7 / 15 / 2024
Date (MM/DD/YYYY)

HUNTER MASON

Signature as required by 10A-5A-2.04

OWNER

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
HUNTER MASON	10000 HALL RD GRAND BAY, AL 36541	5761 LARUE STEINER RD THEODORE, AL 36582
ROGER WEINACKER	1960 MAPLE VALLEY RD SEMMES, AL 36575	5761 LARUE STEINER RD THEODORE, AL 36582

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:

TC TACO LLC

This name reservation is for the exclusive use of HUNTER MASON, 5761
LARUE STEINER RD, THEODORE, AL 36582 for a period of one year
beginning July 15, 2024 and expiring July 15, 2025



RES166960

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

July 15, 2024

Date

Wes Allen

Secretary of State

Date of this notice: 07-15-2024

Employer Identification Number:
99-3977259

Form: SS-4

Number of this notice: CP 575 A

TC TACO LLC
PS TACO COMPANY TILLMANS CORNER
% HUNTER MASON MBR
5761 LARUE STEINER RD
THEODORE, AL 36582

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 99-3977259. 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	04/30/2025
Form 940	01/31/2026
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:

TC TACO LLC
5000 RANGELINE CROSSING DR STE F
MOBILE, AL 36619-0016

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012239312	09/16/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Darick Coleman
Deputy Commissioner

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Records, 251.574.8335 for this thought be printed on your document.

Legal Description: LOT 1A OF RESUBDIVISION OF LOT 2, RANGELINE CROSSING SUBDIVISION III
2020072686

Parcel Number: 3305380004002013

STEF

Ownership Type: Company Name:

Sent to and subscribed before me this 27 day of August 2024

Notary Printed Name Breanna Burd	Notary Signature Breanna Burd	My (Notary) Commission Expires 09-20-2026
-------------------------------------	----------------------------------	--

	Owner of Property (Print Name)	Applicant Name (Print Name)
	JB LEVERT LAND COMPANY LLC	HUNTER MASON
	Owner of Property (Signature)	Applicant Name (Signature)
		
	Street Address	Street Address
PO BOX 518	5000 RANGELINE CROSSING DRIVE S	
City/State/Zip	City/State/Zip	

8/27/24
Camelton Cantwell
My Commission
is for Life

My Place

City of Mobile Home

GIS Data

Information for Address: 5000 Rangeline Crossing Dr

[Search for New Address:](#)

Parcel Owner / Mailing Address:

J B Levert Land Company LLC
3540 S I-10 Service Rd W Ste 250
Metairie, La 70001

Parcel Information:

Parcel: R023305380004002.013 / 4009270

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:

5S2W22

Census Tract:

006802

Zipcode:

36619

--- Public Services ---

Garbage Pickup:

(Friday West / Route Theo)

Trash Pickup:

(Wednesday South / 8-TD-9)

Fire District:

(Fire Station 7 Seelhorst)

Police Precinct/Beat:

(Precinct 2 Beat 21A)

--- Political ---

City Council District:

District: (4)

Ben Reynolds - (251) 208-7441

County Commissioner District:

District: (3)

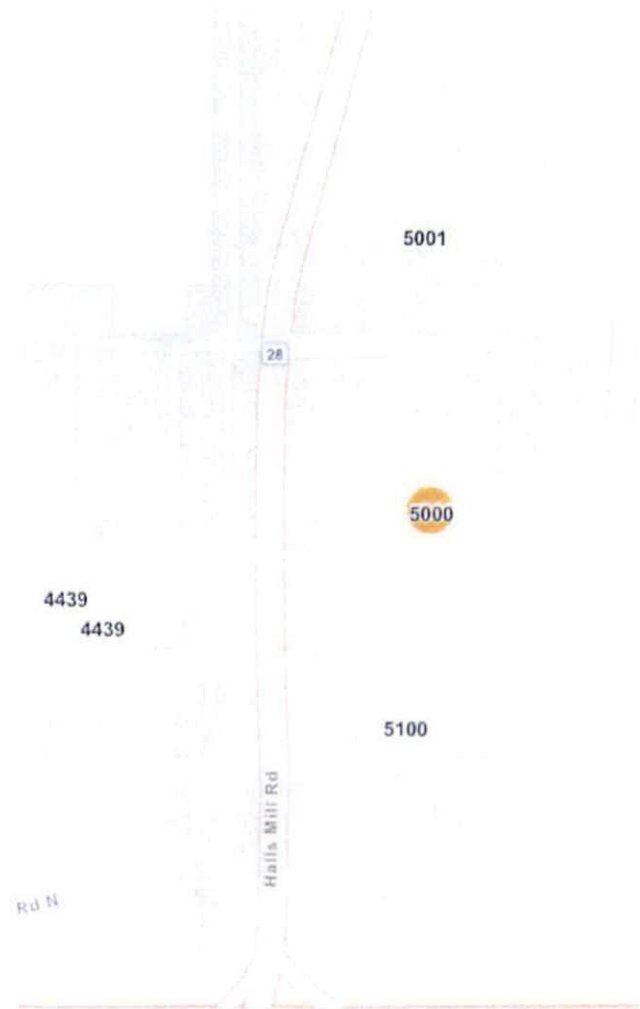
State House District:

District: (105)

State Senate District:

District: (35)

--- Additional Links ---



Data Source: Property data is from the Mobile County Revenue Commission, Address Information from the City of Mobile.
Disclaimer: All information in this application is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of

[Application Support](#)

Copyright: City of Mobile

Mobile County Property Search

Key Number: 4009270 For Year 2024

Property Details

Account

Key Number: 4009270

Legal Description: LOT 2A OF RESUBDIVISION OF LOT 2, RANGELINE CROSSING SUBDIVISION III I 2020072686

Parcel Number: 3305380004002013

Type: Real

Property Class: 2

Location

Address: 5000 RANGELINE CROSSING DR MOBILE, AL 36619

Owner

Name: J B LEVERT LAND COMPANY LLC

Mailing Address: 3540 S I 10 SERVICE RD W STE 250
METAIRIE , LA 70001-1976

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$1,486,400

Land Value: \$836,800

Appraised Value: \$2,323,200

Taxable Value: \$2,323,200

Assessed Value: \$464,640

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	CITY	7.000000	\$464,640	\$3,252.48



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

T C TACO LLC

Trade Name (DBA)

P S TACO CO

Location Address

5000 RANGELINE CROSSING DR

Zip Code

36619

Application Number

2024 - 5689

Notice Post Date @ Location

12/09/2024

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 31, 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 be 'R. Skinner', 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.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made on this the 30th day of March 2021, by and between RC Halls Mill Investments, LLC, an Alabama limited liability company, ("Landlord"), and P.S. Taco Co., LLC, a Alabama limited liability company ("Tenant").

WITNESSETH**ARTICLE I****GRANT AND TERM****SECTION 1.01: Demised Premises.**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, approximately 1,800 s.f. (the "Demised Premises" as illustrated on the crosshatched area on Exhibit "A" attached hereto), which is part of the greater premises commonly known as Rangeline Crossing, located at 5000 Rangeline Crossing, Mobile, Alabama 36619 (herein called the "Property" or the "Shopping Center"). Tenant's floorplan for the Demised Premises is attached hereto as Exhibit "A-1". Tenant shall have the option to request an increase to the square footage of the Demised Premises by an amount not to exceed 200 square feet (the increase shall not change the Shopping Center footprint) by making written request for the same within 30 days of the date of execution of this Lease (the "SF Increase Option"). The annual Minimum Rent shall increase by \$27.67 per square foot in relation to the amount of additional square feet requested by Tenant. If Tenant should fail to give written notice within the said 30-day period provided, then the SF Increase Option shall expire and Landlord shall have no obligation to increase the Demised Premises. Upon any increase of the Demised Premises the parties shall execute an Amendment to the Lease to reflect the increase in square footage and Minimum Rent.

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the Demised Premises shall include the use in common with others entitled thereto, as may be determined by the Landlord, of the common areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord. The initial rules and regulations are attached hereto as Exhibit E. In the event of a conflict between the terms of the Lease and the rules and regulations, this Lease shall control.

SECTION 1.03: Term and Commencement.

The initial term of this Lease shall be for a period of eight (8) years (the "Term"). The Term shall commence on the earlier of (i) 30 days after Tenant opens for business to the public, or

P.S. R.P.

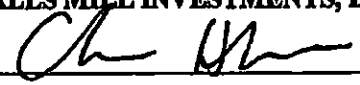
CH

agreement signed by all parties to this Lease. All terms and conditions of this Lease shall inure to the benefit of, and be binding upon, the parties hereto and their successors, heirs, assigns and personal representatives. All terms and words used in this Lease, regardless of the number and gender in which they are used, will be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease or any portion of this Lease may require, the same as if such words had been fully and properly written in the number and gender. If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws. This Lease may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, but such counterparts together will constitute but one and the same instrument.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the date first above written.

LANDLORD:

RC HALLS MILL INVESTMENTS, LLC

By: 

Name: Christopher Huffman

Its: Member

Date: 3.30.21

TENANT:

P.S. TACO CO., LLC

By: 

Name: Russell Perkins

Its: 1071 Grand Heron Ct East Mobile, Alabama 36693

Date: 03 / 18 / 2021

Paul Smith

P.S.

R.P.

CH

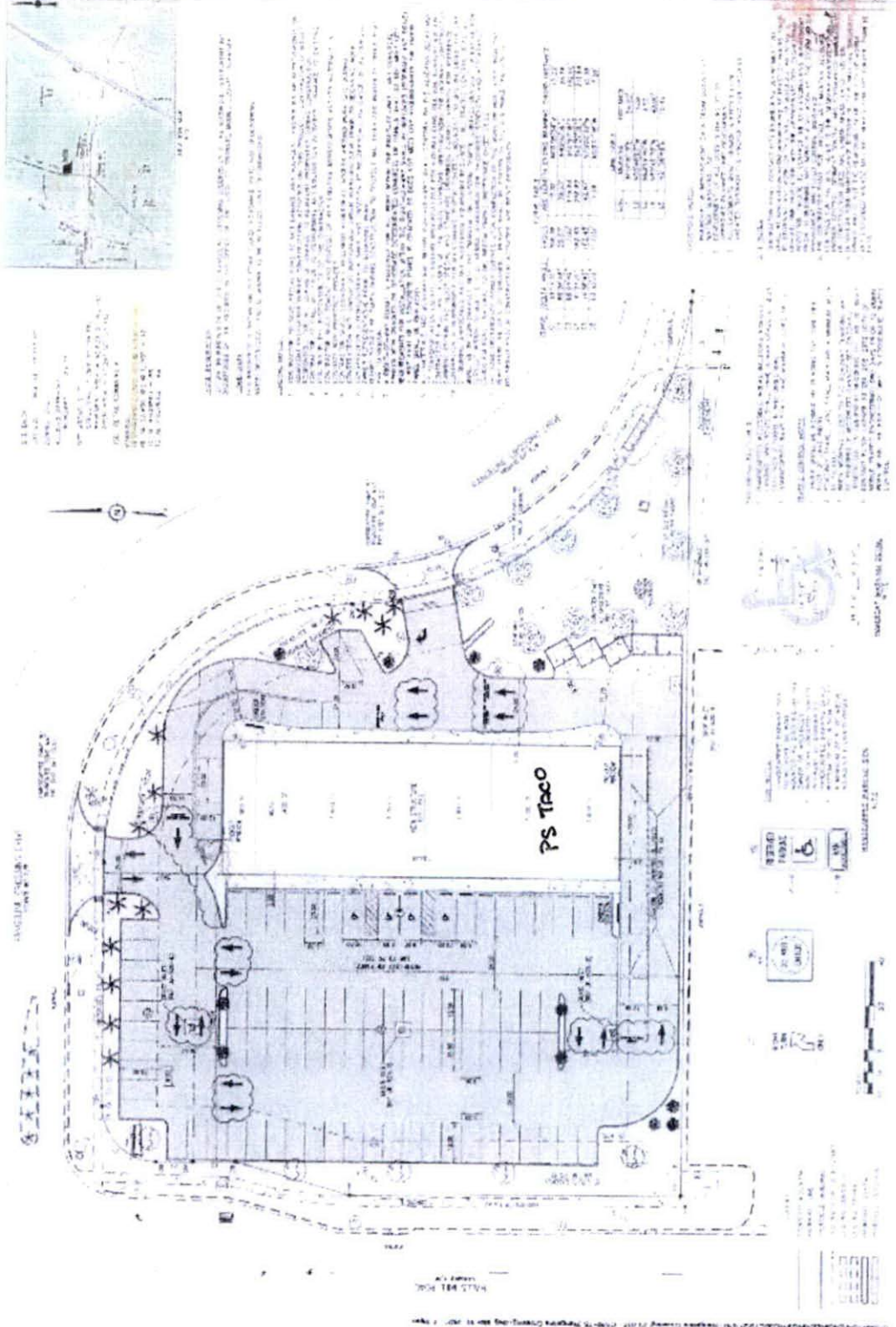


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application is hereby approved by the Planning & Zoning Department of the City of Mobile, Alabama, and is subject to the approval of the City Council and the Alabama Department of Revenue.

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☐ New Business ☒ New Owner ☐ Location Change		Transfer - Buyout? ☐ No ☒ Yes Referral Unit?		Package/Type ☐ Convenience/General Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type (Applied for with ALABC Board (MUST match with ALABC Board) - check ALL that apply) ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) ☐ Package Store ☒ 020 - Restaurant Retail Liquor ☐ 010 - 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 Brewery							
Legal Business Name TC TACO LLC				Trade Name (DBA) PS TACO COMPANY THE MANN CORNER			
Company Physical Address (Street Address, Suite #) 5000 RANGELINE CROSSING DRIVE STE 1				City MOBILE	State AL	Zip + 4 36619	
Business Contact Person Information Name HUNTER MASON		Title OWNER	Phone (251) 581-2916	Email HUNTER@TC-TACO.COM			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq. Footage 1800	Parking Provided 6+	Parking Required 6	Signage ✓	Signage B-3	Signage ✓		
Comments							
Print Name CALDWELL C. WHISTLER		Signature <i>Caldwell C. Whistler</i>			Date 12-3-2024		





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-139533-2024

Issue Date: 08/15/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R023305380004002.013.	5000 Rangeline Crossing Dr	

Business Name	Issued To	Zoning Districts
TC TACO LLC	Name: HUNTER MASON Company: TC TACO LLC Address: 5000 Rangeline Crossing Dr F MOBILE, AL 36619 Phone: (251) 581-2946	B-3

This Zoning Classification Allows the property to be used for:

RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Retail More than 30 Days License
Submitted by:	4000 Dauphin LLC
Location:	Clover Club 2402 Clubhouse Drive Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/06/2024	TRANSFER - OWNERSHIP	2024 - 5707	129455	7	December 31, 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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

4000 DAUPHIN LLC

Trade Name (DBA)

CLOVER CLUB

Location Address

2402 CLUBHOUSE DRIVE

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

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DISTRICT 6

CITY CLERK

LISA C. LAMBERT

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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License Type(s)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

4000 DAUPHIN LLC

Trade Name (DBA)

CLOVER CLUB

Location Address

2402 CLUBHOUSE DRIVE

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: December 13, 2024

Re: Application # 5707 / 2402 Clubhouse Dr. (Private Road)

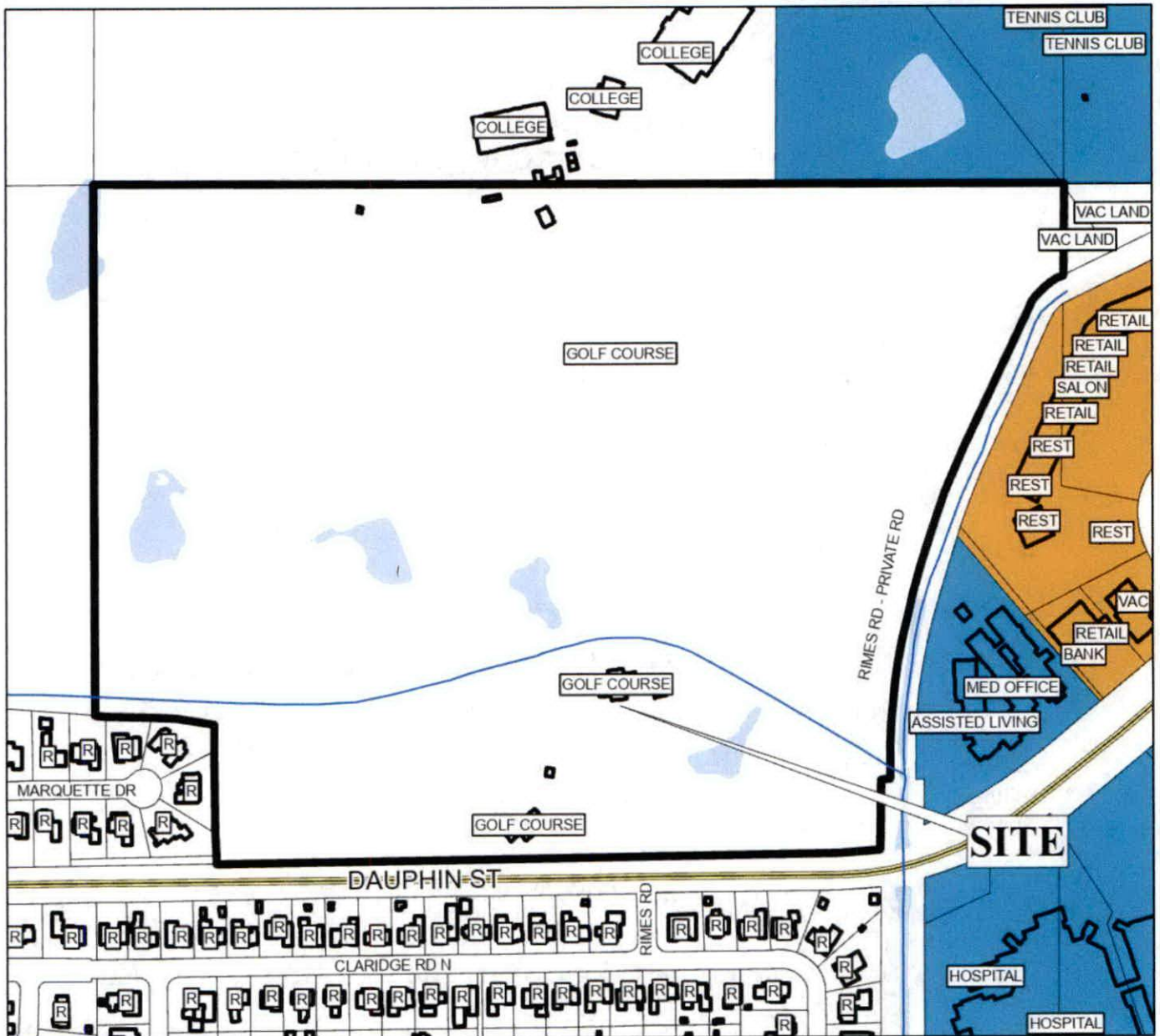
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1. This is to advise that a golf course clubhouse with special retail sales is permitted as an accessory use to a college with Planning Approval in this zoning district. The Mobile City Planning Commission has approved various Planning Approvals for use of the property as a college with an accessory golf course.

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 # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5707 DATE 12/31/2024
 APPLICANT 4000 DAUPHIN LLC
 LOCATION 2402 CLUBHOUSE DR
 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		



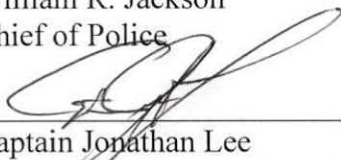
MOBILE POLICE DEPARTMENT



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: December 12, 2024

Re: Alcoholic Beverage License Application No. 5707
4000 DAUPHIN LLC
D/B/A: Clover Club
2402 Clubhouse Drive
Mobile, AL 36608
Matthew Lemond, member
Jacob Peavy, 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 4000 Dauphin LLC. This liquor license is being transferred from the previous business named Aramark Educational Service LLC. 4000 Dauphin LLC will be conducting business at Clover Club, which will be located at 2402 Clubhouse Dr. 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

DEC 12 2024


CHIEF OF POLICE



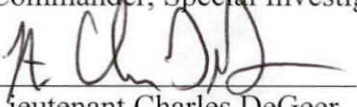
MOBILE POLICE DEPARTMENT



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: December 12, 2024

Re: Alcoholic Beverage License Application No. 5707
4000 DAUPHIN LLC
D/B/A: Clover Club
2402 Clubhouse Drive
Mobile, AL 36608
Matthew Lemond, member
Jacob Peavy, 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 Clover Club. The City of Mobile Revenue Department advised all taxes have been reported and paid for 4000 Dauphin 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.

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
12/06/2024	TRANSFER - OWNERSHIP	2024 - 5707	129455	7	December 31, 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)
160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name
4000 DAUPHIN LLC

Trade Name (DBA)
CLOVER CLUB

Location Address
2402 CLUBHOUSE DRIVE

City, State, Zip Code
MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
MATTHEW H LEMON	MEMBER		(504) 701-2589	LEMOND@ODALYSIRISHPUB.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? 01/01/2025

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

City of Mobile Alcoholic Beverage License Application

Application Date 12/06/2024	Application Type TRANSFER - OWNERSHIP	Application Number 2024 - 5707	License Account # 129455	Council District 7	Council Agenda Date December 31, 2024
License Type Applied for with Alabama ABC Board 160 - SPECIAL RETAIL - MORE THAN 30 DAYS			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name 4000 DAUPHIN LLC			Trade Name (DBA) CLOVER CLUB		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 02/14/2023	SOS Entity ID 001-063-312	State AL	County MOBILE
Federal Tax ID (FEIN) 92-2334299	Alabama State Sales Tax ID R011643556	Business Phone Number (251) 380-4655			
Physical Address (Street Address, Suite #) 2402 CLUBHOUSE DRIVE		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) 10 HOUSTON STREET		City MOBILE	State AL	Zip Code 36606	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name MATTHEW H LEMOND	Title MEMBER	POA	Phone (504) 701-2589	Email LEMOND@ODALYSIRISHPUB.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name ARAMARK EDUCATIONAL SERVICES LLC			Trade Name (DBA) SPRINGHILL COLLEGE CAMPUS AREA		
ABC License Type 160 - SPECIAL RETAIL - MORE THAN 30 DAYS		License Number 000722549	Any ABC Pending Actions NO		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name SPRINGHILL COLLEGE			Property Owner Phone Number (251) 380-4655	Property Owner Email CPUTO@SHC.EDU	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 4000 DAUPHIN STREET			City MOBILE	State AL	Zip Code 36608
Bldg Square Footage 1,500	Bldg Seating Capacity 50	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials ML

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)		
LEMOND, MATTHEW HOWARD			MEMBER		AL 8528030		
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
10 HOUSTON STREET			MOBILE		AL	36606	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
02/06/1985	NEW ORLEANS LOUISIANA USA		437-75-4161		(504) 701-2589		
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)				
	CORLEM LLC	O'DALYS IRISH PUB	564 DAUPHIN STREET MOBILE 36602				
	571 DAUPHIN LLC	POST	571 DAUPHIN STREET MOBILE 36602				
	POST SPRING HILL LLC	POST CRAFTED COCKTAILS & WINE BAR	4513 OLD SHELL ROAD E5 MOBILE 36608				
Full Name (Last, First, Middle)			Title		Driver's License (State, Number)		
PEAVY, JACOB EDWARD			MEMBER		AL 6687882		
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
104 SOOST DRIVE			MOBILE		AL	36608	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
05/31/1981	MOBILE ALABAMA USA		421-27-0720		(251) 379-4441		
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)				
	CORLEM LLC	O'DALYS IRISH PUB	564 DAUPHIN STREET MOBILE 36602				
	571 DAUPHIN LLC	POST	571 DAUPHIN STREET MOBILE 36602				
	POST SPRING HILL LLC	POST CRAFTED COCKTAILS & WINE BAR	4513 OLD SHELL ROAD E5 MOBILE 366				
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							

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) 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)	
Full Name (Last, First, Middle) N/A		Title	Driver's License (State, Number)	
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
BOTH	CEDAR STREET SOCIAL CLUB LLC	INSIDER FOOD HALL	518 DAUPHIN STREET MOBILE 36602	
BOTH	CEDAR STREET SOCIAL CLUB LLC	CEDAR STREET SOCIAL CLUB	4 NORTH CEDAR STREET MOBILE 36602	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

M 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.

M 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.

M 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.

M 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.

M 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.

M 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.

M 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

MATTHEW LEMAY
Owner/Applicant/POA Signature

OW 12.6.24
Title of Person Signing this Application

[Signature]

OWNER

Sworn to and subscribed before me this **6th** day of **December** 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

December 6, 2024



CLOVER CLUB
2402 CLUBHOUSE DRIVE
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 129455 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1933236	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

12/06/2024 09:55AM KAREN T.
043790-0002

BUSINESS LICENSE

4000 DAUPHIN LLC DBA CLOVER CLUB

129455

2024 Item: 1933236

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

Total \$50.00

CHECK \$50.00

Check Number 1006

Change due \$0.00

Paid by: 4000 DAUPHIN LLC DBA CLOVER
CLUB



4000 DAUPHIN LLC
CLOVER CLUB
210 DAUPHIN ST.
MOBILE, AL 36622-2710

1006
DATE
12/06/24

Pay to the order of City of Mobile Revenue \$50.00

Five

FIRST HORIZON
FOR APP FEE

[Signature]

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

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

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

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

4000 DAUPHIN LLC

dba

CLOVER CLUB

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

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

for the premises located at

2402 CLUBHOUSE DRIVE

, 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 31, 2024 for application number **2024 - 5707**

- 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: 20241106082821933

Type License: 160 - SPECIAL RETAIL - MORE THAN 30 DAYS State: County:
 Type License: State: County:
 Trade Name: CLOVER CLUB Filing Fee:
 Applicant: 4000 DAUPHIN LLC Transfer Fee: \$50.00
 Location Address: 2402 CLUBHOUSE DR MOBILE, AL 36608
 Mailing Address: 10 HOUSTON ST MOBILE, AL 36606
 County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
 Product Type: 01 Type Ownership: LLC
 Book, Page, or Document info: 001-063-312
 Do you sell Draft Beer?:
 Date Incorporated: 02/14/2023 State incorporated: AL County Incorporated: MOBILE
 Date of Authority: 02/14/2023
 Federal Tax ID: 92-2334299 Alabama State Sales Tax ID: R011643556

Name:	Title:	Date and Place of Birth:	Residence Address:
MATTHEW HOWARD LEMOND 8528030 - AL	MEMBER	02/06/1985 NEW ORLEANS	10 HOUSTON ST MOBILE, AL 36606
JACOB EDWARD PEAVY 6687882 - AL	MEMBER	05/31/1981 MOBILE	1005 SOOST DR MOBILE, AL 36608

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: MATT LEMOND
 Business Phone: 504-701-2589
 Fax:

Home Phone: 504-701-2589
 Cell Phone: 504-701-2589
 E-mail: MATTHEW@OUTSIDERSPORTSLOUNGE.COM

PREVIOUS LICENSE INFORMATION:

Trade Name: SPRINGHILL COLLEGE GOLF COURSE SNACK SHOP
 Applicant: ARAMARK EDUCATIONAL SERVICES LLC

Previous License Number(s)
 License 1: 160-000722649
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241106082821933

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SPRING HILL COLLEGE 251-380-4000
What is lessors primary business? EDUCATION
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1500 Display Square Footage:
Building seating capacity: 50 Does Licensed premises include a patio area? YES
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:
MATTHEW LEMOND	3-19-24 POSSES FORGED DOCUMENT	MOBILE POLICE DEPARTMENT	DISMISSED
JAKE PEAVY	1-4-2007 DISORDERLY CONDUCT	MOBILENAIRPORT POLICE	NOLLE PROSS



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20241106082821933



Initial each

M
M

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.

M

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.

M

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.

M

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

M

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.

M

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 20, 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.

M

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): MATT LEWIS

Signature of Applicant:

Notary Name (print): Alyssa Nelson

Notary Signature: Alyssa Nelson

ALYSSA B NELSON
NOTARY PUBLIC
STATE OF ALABAMA

Commission expires: 02/07/2027

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: 20241106082821933

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? NO

More than 30 days? YES

Franchisee or Concessionaire of above? NO

Other valid responsible organization: NO

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations



ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334-676-6000 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

January 19th, 2024

Dear Mr. Lemond,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter". The signature is stylized with a large, looped "M" and a cursive "Trotter".

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:053240119081055

NAME:LEMOND,MATTHEW HOWARD

SOC:437754161

ABI RESULT:IDENT

SID:AL01846778

CERTIFIED COPY OF ALEA DOCUMENT

01-19-2024 08:15 ALLEA0049

*ATN/TCN053240119081055

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL01846778

***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS

***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.

***** NOTICE AND WARNING *****

* THIS RECORD IS CONFIDENTIAL AND RESTRICTED
* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.
* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS
* DEPICTED AND DISSEMINATION IN VIOLATION OF
* THIS RESTRICTION WILL SUBJECT THE OFFENDER
* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL
* PENALTIES. THIS DOCUMENT MUST BE SECURED AND
* DESTROYED BY BURNING OR SHREDDING WHEN NO
* LONGER NEEDED.

*-ALABAMA CRIMINAL HISTORY- REPORT DATE: 01-19-2024 *

*NAME STATE ID NO. FBI ID NO.

*LEMOND,MATTHEW H AL01846778 318629EC7

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 02-06-1985 600 185 BRO BRO

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*437754161

*ALIAS NAMES

* LEMOND,MATTHEW HOWARD

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*01846778

*ARREST-01

* DATE OF ARREST - 03-19-2004

* AGENCY - MOBILE PD ORI - AL0020100

* NAME - LEMOND,MATTHEW HOWARD

* CHARGE 01 - 2506 POSSESS FORGED-POSS FORGED INST 2ND*

* DATE OF OFFENSE - 03-19-2004

* DISP - DISMISSED DATE OF DISP - 05-17-2004

* OFFENSE - 2599 COUNTERFEITING-POSSESS. FORGED INSTR*

*TOTAL NUMBER OF ARRESTS- 1

*RECORD LAST UPDATED 01/19/2024

*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED

*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR

*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH

*THE ARRESTING AGENCY THAT FURNISHED THE DATA.

*RECORD IS CONFIDENTIAL AND INTENDED FOR USE
*BY CRIMINAL JUSTICE AGENCIES ONLY.
*LAST PAGE ON SID AL01846778

SEQ # 56 MRI # 18895728



ALABAMA LAW ENFORCEMENT AGENCY

RECORDS AND IDENTIFICATION DIVISION

301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL. 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

January 19th, 2024

Dear Mr. Peavy,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter".

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:053240119111225
NAME:PEAVY,JACOB EDWARD
SOC:421270720
ABI RESULT:IDENT
SID:AL02058187

CERTIFIED COPY OF ALEA DOCUMENT

01-19-2024 11:23 ALLEA0049

*ATN/TCN053240119111225

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02058187

***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS

***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.

***** NOTICE AND WARNING *****

* THIS RECORD IS CONFIDENTIAL AND RESTRICTED

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* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL

* PENALTIES. THIS DOCUMENT MUST BE SECURED AND

* DESTROYED BY BURNING OR SHREDDING WHEN NO

* LONGER NEEDED.

*-ALABAMA CRIMINAL HISTORY-

REPORT DATE: 01-19-2024

*NAME

STATE ID NO. FBI ID NO.

*PEAVY,JACOB E

AL02058187 246213PC5

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 05-31-1981 600 200 BLU BRO

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*421270720 TAT L FGR

*ALIAS NAMES

* PEAVY,JACOB EDWARD

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*02058187 ATHLETE DIRECTO

*ARREST-01

* DATE OF ARREST - 01-04-2007

* AGENCY - MOBILE AIRPORT POLICE DEPT ORI - AL0021300

* NAME - PEAVY,JACOB E

* CHARGE 01 - 5311 DISORD CONDUCT-DISORDERLY CONDUCT

* DATE OF OFFENSE - 01-04-2007

* AGENCY CASE NO. - 2007000195

* DISP - NOLLE PROSSED DATE OF DISP - 01-25-2007

* OFFENSE - 4899 OBSTRUCT POLICE-DISORDERLY CONDUCT

*TOTAL NUMBER OF ARRESTS- 1

*RECORD LAST UPDATED 01/19/2024

*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED

*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR

*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH

*THE ARRESTING AGENCY THAT FURNISHED THE DATA.
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE
*BY CRIMINAL JUSTICE AGENCIES ONLY.
*LAST PAGE ON SID AL02058187

*
*
*
*

SEQ # 305 MRI # 18935410

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:

4000 Dauphin, 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): Matthew LeMond

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

210 Dauphin Street Mobile, AL 36602

***COUNTY** of above address: MOBILE

Mailing address **in Alabama** of registered office (if different from street address):

PO BOX 2042 Mobile, AL 36652 MOBILE

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
001-063-312 DDL
Date 02/14/2023
Time 12:34:00
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 2 / 14 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 34 ☐ 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).

2 / 14 / 2023
Date (MM/DD/YYYY)

Matthew LeMond

Signature as required by 10A-5A-2.04

member

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 02-14-2023

Employer Identification Number:
92-2334299

Form: SS-4

Number of this notice: CP 575 A

4000 DAUPHIN LLC
CLOVER CLUB
% MATTHEW LEMOND MBR
PO BOX 2042
MOBILE, AL 36652

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-2334299. 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	07/31/2023
Form 940	01/31/2024
Form 1065	03/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, 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*.

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:

4000 Dauphin, LLC

This name reservation is for the exclusive use of Matthew LeMond, PO Box,
Mobile, AL 36652 for a period of one year beginning February 14, 2023 and
expiring February 14, 2024



RES073375

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

February 14, 2023

Date

A black rectangular box containing a handwritten signature in cursive, which appears to be 'Wes Allen'.

Wes Allen

Secretary of State

2024



SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

4000 DAUPHIN LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011643556	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722513

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

4000 DAUPHIN ST MOBILE AL 36608-1780



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 THE NW COR OF SEC 24 T4S R2W TH RUN E 2660 FT(S) TH S 250 FT(S) TO N/L OF WRAGG SWAMP DRAINAGE CANAL TH SLY ALG W/L OF SD CANAL 1480 FT(S) TH W 25 FT(S) TH S 190 FT(S) TO N/L OF DAUPHIN ST EXT TH W 1820 FT (S) TH N 370 FT(S) TH NWLY 107.34 FT TH WLY 225 FT(S) TH N 1430 FT(S) TO POB #SEC 24 T4S R2W #MP28 06 24 2 000

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by 4000 DAUPHIN ST

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 28th day of June 20 24

Notary Printed Name <u>Virginia Knight</u>	Notary Signature <u>Virginia Knight</u>	My (Notary) Commission Expires <u>2/15/2026</u>
---	--	--

Notary Stamp

Owner of Property (Print Name)

Applicant Name (Print Name)

M. LEMMO
Owner of Property (Signature)

Matt Lemmo
Applicant Name (Signature)

Street Address

Street Address

2402 CLUBHOUSE RD
MOBILE, AL 36688
City, State, Zip

10 HOUSTON ST. MOBILE, AL 36688
City, State, Zip

6.28.24
Date Agreement Signed

Date Agreement Signed

6.28.24

| Application Property Ownership

Information for Address: 2402 Clubhouse Dr

[arch for New Addre](#)

Parcel Owner / Mailing Address:

Springhill College
% Finance Office
4000 Dauphin St
Mobile, AL 36608

Parcel Information:

Parcel: R022806242000001.000 / 547956

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:

4S2W24

Census Tract:

003302

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(Tuesday West / A)

Trash Pickup:

(Friday North / 5-TD-8)

Fire District:

(Fire Station 18 Springhill)

Police Precinct/Beat:

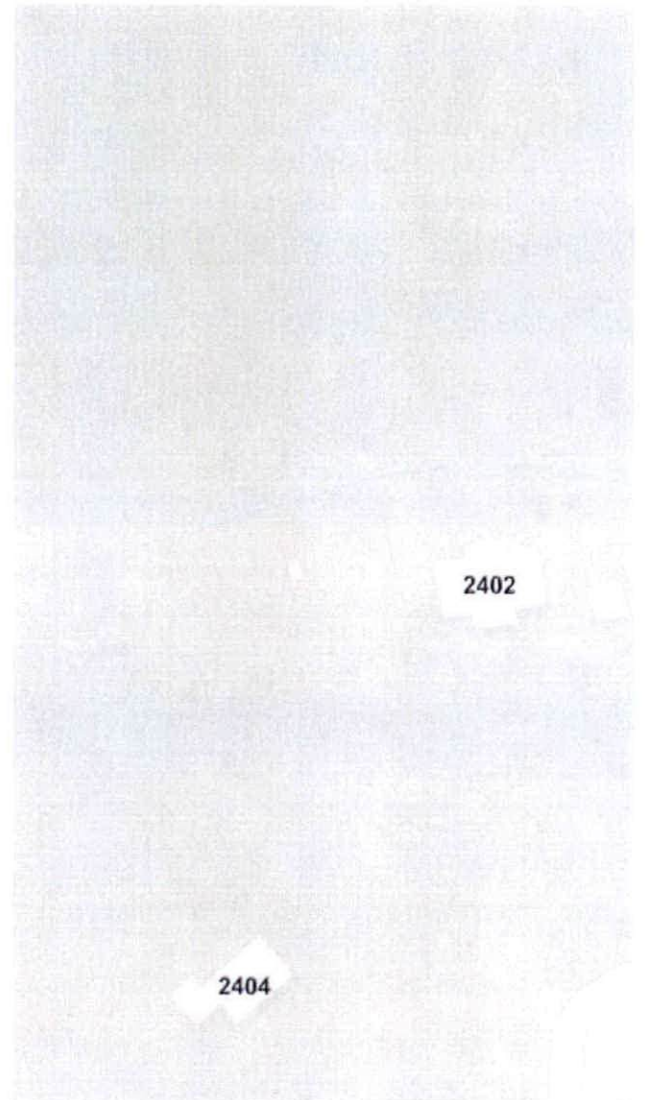
(Precinct 4 Beat 40A)

--- Political ---

City Council District:

District: (7)

Gina Green: (251) 209-7441



+

hi

—



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.

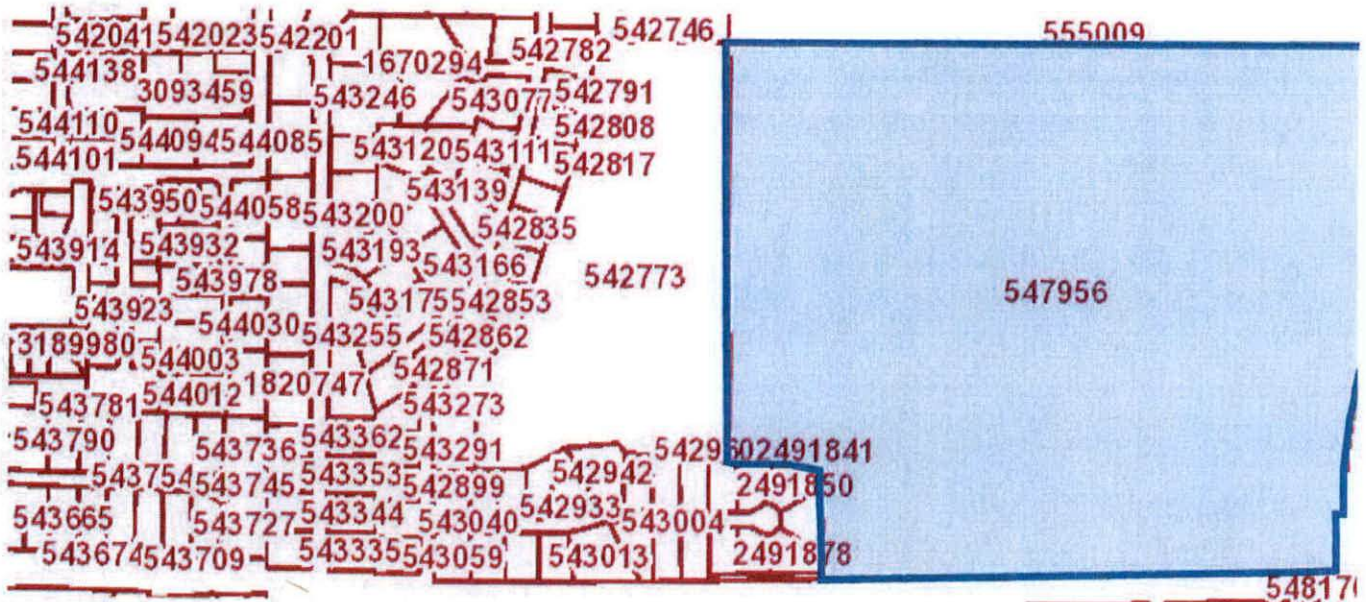
[Application Support](#)

Copyright: City of
2024

Mobile County Property Search

Key Number: 547956 For Year 2024

Map



Property Details

Account

Key Number: 547956

Legal Description: BEG AT THE NW COR OF SEC 24 T4S R2W TH RUN E 2660 FT(S) TH S 250 FT(S) TO N/L OF WRAGG SWAMP DRAINAGE CANAL TH SLY ALG W/L OF SD CANAL 1480 FT(S) TH W 25 FT(S) TH S 190 FT(S) TO N/L OF DAUPHIN ST EXT TH W 1820 FT (S) TH N 370 FT(S) TH NWLY 107.34 FT TH WLY 225 FT(S) TH N 1430 FT(S) TO POB #SEC 24 T4S R2W #MP28 06 24 2 000

Parcel Number: 2806242000001XXX

Type: Real

Property Class: 2

Location

Address: 4000 DAUPHIN ST MOBILE, AL 36608

Owner

Name: SPRINGHILL COLLEGE

Mailing Address: % FINANCE OFFICE
4000 DAUPHIN ST
MOBILE , AL 36608



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)

160 - SPECIAL RETAIL - MORE THAN 30 DAYS

Legal Business Name

4000 DAUPHIN LLC

Trade Name (DBA)

CLOVER CLUB

Location Address

2402 CLUBHOUSE DRIVE

Zip Code

36608

Application Number

2024 - 5707

Notice Post Date @ Location

12/06/2024

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 31, 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

R Shawn Skinner

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

RESTAURANT LEASE AGREEMENT

THIS RESTAURANT LEASE AGREEMENT ("**Lease**") is made this 1st day of October, 2023 (the "**Effective Date**") by and between **SPRING HILL COLLEGE**, an Alabama non-profit corporation ("**Landlord**") and **4000 DAUPHIN, LLC**, an Alabama limited liability company ("**Tenant**").

Agreement

In consideration of Tenant's obligation to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord and Tenant hereby agree as follows:

ARTICLE 1

PREMISES

SECTION 1.1 Demise. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises comprised of approximately 1,500 square feet, located within the Spring Hill College Golf Course Clubhouse/Pro Shop (the "Building") in Mobile County, Alabama and commonly known as Spring Hill Golf Course Snack Shop, 2402 Clubhouse Drive, Mobile, AL 36608. This Lease is subject to the terms, covenants and conditions herein set forth, and Landlord and Tenant each covenant, as a material part of the consideration for this Lease, to keep and perform each and all of said terms, covenants and conditions set forth in this Lease.

SECTION 1.2 Acceptance of the Premises. Tenant acknowledges and agrees that it is accepting the Premises in the following condition, and further agrees as follows:

(a) Tenant acknowledges that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers has made any representations or warranties whatsoever as to the suitability of the Premises for the conduct of Tenant's business or for any other purpose, and that neither Landlord nor any of Landlord's agents, employees, representatives, legal representatives or brokers agreed to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the building where the Premises is located except as expressly provided in this Lease.

(b) Tenant shall be entitled to construct improvements in and on the Premises to the extent allowed by applicable law, including enclosing a portion of the existing patio (as indicated on the attached floor plan exhibit), provided Tenant shall not expand outside the current building footprint as it exists on the date hereof. Tenant shall, however, obtain Landlord's prior written approval for structural matters, matters affecting building-wide systems (HVAC, electrical, plumbing), which shall not be unreasonably withheld, conditioned or delayed. Any construction work performed on the Premises shall be done by a licensed general contractor acceptable to Landlord with all permitted required by the City of Mobile. Landlord agrees that Tenant shall have the right to re-pain the interior of the Premises and remove chair rails along interior walls.

(c) Tenant acknowledges that there is a common doorway between the Premises and the area operated as the Pro Shop for the golf course. The common door shall be locked on both sides and may be opened during hours of mutual consent between the Tenant and the operator of the Pro Shop. Landlord shall have no obligation to provide access between the Premises and the Pro Shop in the event the parties

SECTION 24.8 Counterparts.

This Agreement may be executed in separate counterparts each of which shall be an original and all of which shall be deemed to be one and the same instrument.

SECTION 24.9 Captions and Headings.

The captions and headings used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof. Whenever the singular number is used the same shall include the plural, and words of any gender shall include each other gender. Wherever a listing is included in a provision of this Lease it shall be deemed to be included without imitation. Landlord and Tenant acknowledge that each of them has had an opportunity to review this Lease and agree that this Lease shall not be construed against Landlord merely because this Lease was prepared by Landlord's counsel.

SECTION 24.10 Entire Agreement.

This Lease contains the entire agreement between the parties and all prior discussions, negotiations and agreements are merged herein. No agreement, representation or inducement shall be effective to change, modify or terminate this Lease in whole or in part unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Restaurant Lease Agreement to be executed on the day and date first written above.

LANDLORD:

SPRING HILL COLLEGE, an Alabama
non-profit corporation

By: Mary H. Van Bunt

As its: President

TENANT:

4000 DAUPHIN, LLC, an Alabama limited
liability company

By: M. LeMond

As its: Matthew LeMond - Member



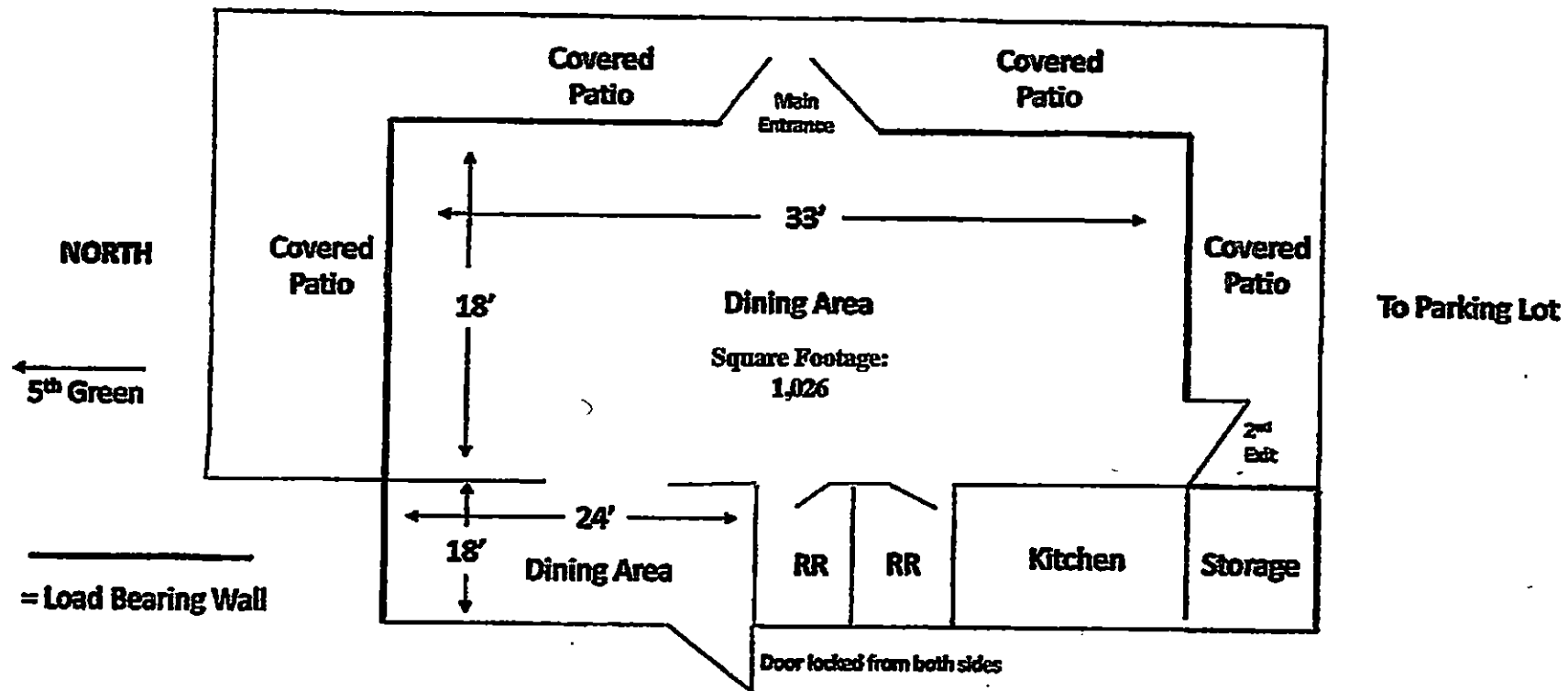
CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

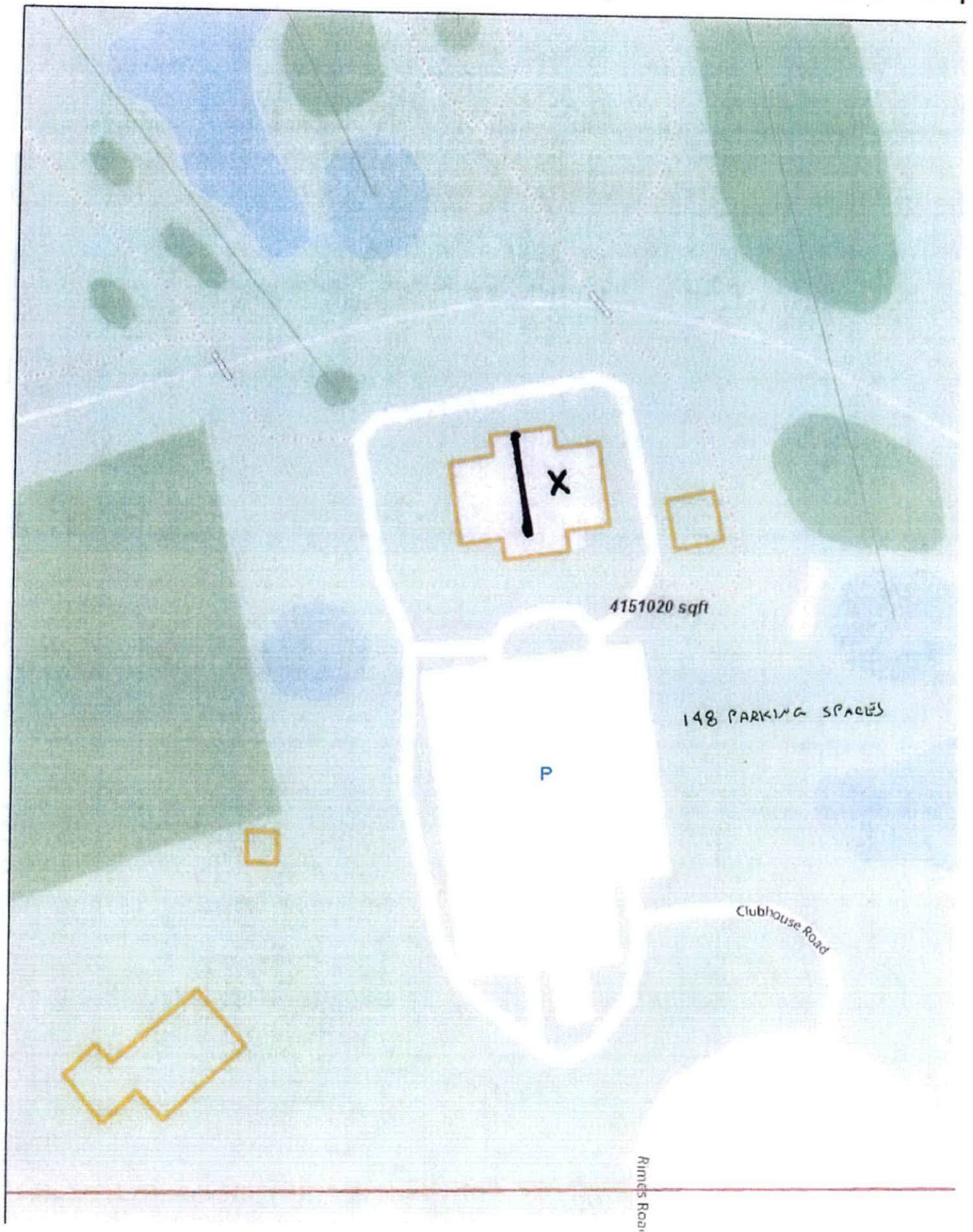
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

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 4000 Dauphin LLC.				Trade Name (DBA) Clover Club			
Company Physical Address (Street Address, Suite #) 2402 Clubhouse Drive				City MOBILE	State AL	Zip Code 36608	
Business Contact Person Information							
Name Matt Lemond		Title MEMBER	Phone (504) 701-2589	Email lemond@odalysirishpub.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1026	Parking Provided 148	Parking Required A	Compliance ✓	Zoning R-1	Approved ✓		
Comments EXISTING GOLF COURSE CLUBHOUSE							
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler			Date 8.29.2024		

| Planning and Zoning



Mobile County Interactive Tax Map

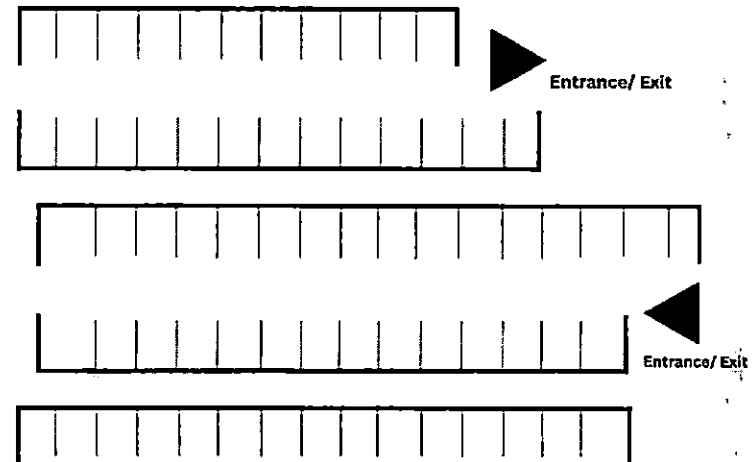
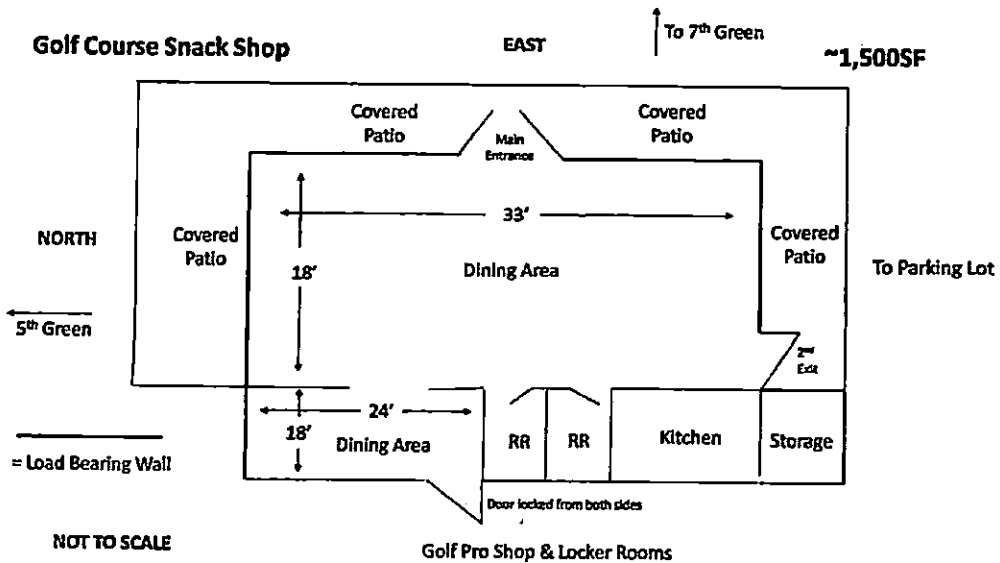


M. HD

05.28.24

CLOVER CLUB

2402 Clubhouse Drive
Mobile, AL 36608





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-140516-2024

Issue Date: 08/28/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806242000001.	2402 Clubhouse Dr	

Business Name	Issued To	Zoning Districts
4000 DAUPHIN LLC dba CLOVER CLUB	Name: MATTHEW H. LEMOND Company: 4000 DAUPHIN LLC dba CLOVER CLUB Address: 2402 Clubhouse Dr MOBILE, AL 36608 Phone: (504) 701-2589	R-1

This Zoning Classification Allows the property to be used for:
RESTAURANT SERVICES

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Southern Magnolia Beverage Service, Inc.
Location:	Eminence Combat Championship ECC XVII 1035 Cody Road North Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL

PRESIDENT - DISTRICT 3

GINA GREGORY

VICE PRESIDENT - DISTRICT 7

CORY PENN

DISTRICT 1

WILLIAM CARROLL

DISTRICT 2

BEN REYNOLDS

DISTRICT 4

JOEL DAVES

DISTRICT 5

JOSH WOODS

DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Council Agenda Date

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/19/2024	NEW APPLICATION	2024 - 5710	130999	7	December 31, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC

Trade Name (DBA)

EMINENCE COMBAT CHAMPIONSHIP ECC XVII

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Comments

EVENT DATE - JANUARY 4 2025

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson
Principal Planner *L. Logan Anderson*

Date: December 19, 2024

Re: Application # 5710 / 1035 Cody Rd. N.

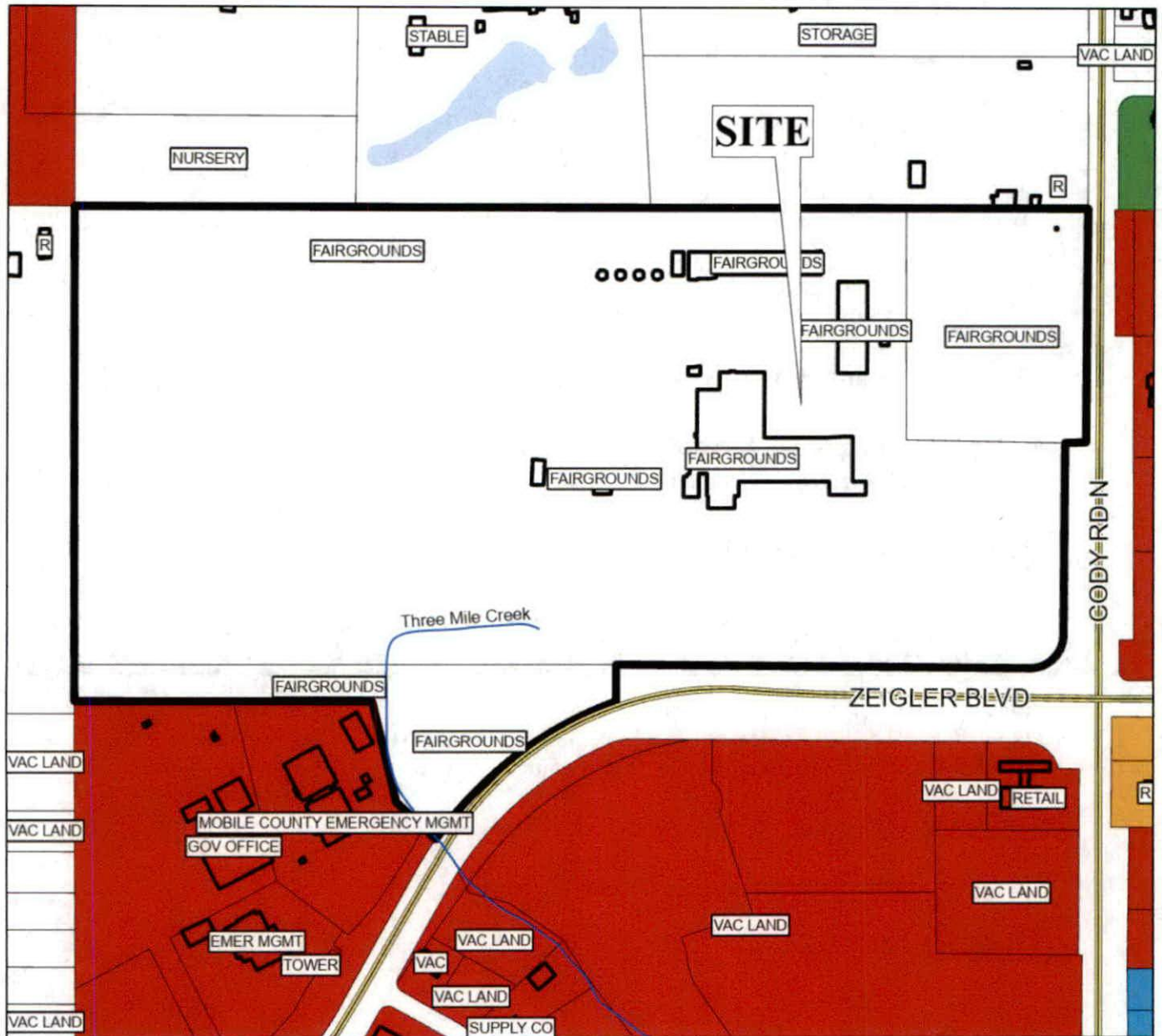
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the nonconforming status.

The site has a nonconforming status with regard to parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 7, Gina Gregory (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5710 DATE 12/31/2024

APPLICANT SOUTHERN MAGNOLIA BEVERAGE SERVICE INC

LOCATION 1035 CODY RD N

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-8	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
12/19/2024	NEW APPLICATION	2024 - 5710	130999	7	December 31, 2024

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

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC

Trade Name (DBA)

EMINENCE COMBAT CHAMPIONSHIP ECC XVII

Location Address

1035 CODY ROAD NORTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
SHANNON T WILSON	OWNER	NO		

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 01/01/2025

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

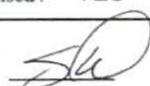
City of Mobile Alcoholic Beverage License Application

Application Date 12/19/2024	Application Type NEW APPLICATION	Application Number 2024 - 5710	License Account # 130999	Council District 7	Council Agenda Date December 31, 2024
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name SOUTHERN MAGNOLIA BEVERAGE SERVICE INC			Trade Name (DBA) EMINENCE COMBAT CHAMPIONSHIP ECC XVII		
Business Structure Type CORP - CORPORATION		Incorporation Date 11/21/2024	SOS Entity ID 001-163-889	State AL	County MOBILE
Federal Tax ID (FEIN) 33-2085432	Alabama State Sales Tax ID R012296788	Business Phone Number (251) 510-5116			
Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)		City MOBILE	State AL	Zip Code	
Primary Business Activity at the Location Explain (other) OTHER EVENT HALL		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name SHANNON T WILSON	Title OWNER	POA NO	Phone	Email	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name GREATER GULF STATE FAIR INC - THE GROUNDS		Property Owner Phone Number		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 1035 CODY ROAD NORTH		City MOBILE	State AL	Zip Code 36608	
Bldg Square Footage 15,000	Bldg Seating Capacity 1,000	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	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? YES Will the business be operated primarily as a package store? NO					



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)		
WILSON, SHANNON THOMPSON		OWNER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
		MOBILE	AL		
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
	MOBILE AL USA				
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
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					



City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

SK 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.

SK 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.

SK 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.

SK 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.

SK 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.

SK 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.

SK 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

Shannon T. Wilson

12-19-24

Owner/Applicant/POA Signature

Title of Person Signing this Application

[Signature]

President

Sworn to and subscribed before me this **19th** day of **December** 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

December 19, 2024



SOUTHERN MAGNOLIA BEVERAGE SERVICE INC
3815 LAKEFRONT DRIVE WEST
MOBILE, AL 36695 USA
ACCOUNT NUMBER: 130999 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1935735	12/2025	STAFF-WAIT/BARTENDING ADMIN, SUPPORT	\$134.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$134.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT

December 19, 2024



SOUTHERN MAGNOLIA BEVERAGE SERVICE INC
3815 LAKEFRONT DRIVE WEST
MOBILE, AL 36695 USA
ACCOUNT NUMBER: 130999 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1935736	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

12/19/2024 10:43AM KAREN T.
044060-0003

BUSINESS LICENSE

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC
130999

2025 Item: 1935735

ISSUANCE FEE \$14.00

561329

STAFF-WAIT/BARTENDING

CITY \$120.00

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC
130999

2024 Item: 1935736

ALCOHOL APPLICATION

FEE \$50.00

\$184.00

Subtotal \$184.00

TP CC FEE \$5.52

Total \$189.52

REVENUE CC \$189.52

Visa *****1420

Ref=22eeef52-ad29-4feb-aa77-12cdd0cb2c72

Auth=001833

Change due \$0.00

Paid by: WILSON/ SHANNON



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

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

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

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

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC

dba **EMINENCE COMBAT CHAMPIONSHIP ECC XVII**

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

140 - SPECIAL EVENTS RETAIL

for the premises located at

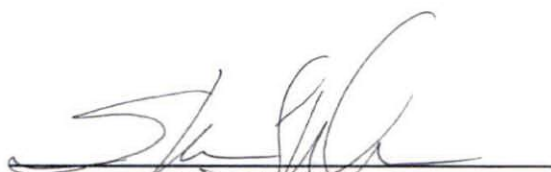
1035 CODY ROAD NORTH

, Mobile, Alabama.

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

December 31, 2024 for application number **2024 - 5710**

- 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: **20241218085503981**

Type License: **140 - SPECIAL EVENTS RETAIL** State: **\$150.00** County: **\$150.00**

Type License: State: County:

Trade Name: **EMINENCE COMBAT CHAMPIONSHIP ECC XVII** Filing Fee: **\$50.00**

Applicant: **SOUTHERN MAGNOLIA BEVERAGE SERVICE INC** Transfer Fee:

Location Address: **1035 CODY RD N MOBILE, AL 36608**

Mailing Address:

County: **MOBILE** Tobacco sales: **NO** Tobacco Vending Machines:

Product Type: Type Ownership: **CORPORATION**

Book, Page, or Document info: **001-163-889**

Do you sell Draft Beer?:

Date Incorporated: **11/21/2024** State incorporated: **AL** County Incorporated: **MOBILE**

Date of Authority: **11/21/2024**

Federal Tax ID: **33-2085432**

Alabama State Sales Tax ID: **R012296788**

Name:	Title:	Date and Place of Birth:	Residence Address:
SHANNON THOMPSON WILSON	PRESIDENT	MOBILE AL	MOBILE, AL 36695

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: **SHANNON WILSON**

Business Phone: **251-510-5116**

Fax:

Home Phone:

Cell Phone: **251-510-5116**

E-mail:

PREVIOUS LICENSE INFORMATION:

Trade Name:

Applicant:

Previous License Number(s)

License 1:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241218085503981

If applicant is leasing the property, is a copy of the lease agreement attached? **NO**
Name of Property owner/lessor and phone number: **GREATER GULF STATE FAIR INC**
What is lessors primary business? **FAIR**
Is lessor involved in any way with the alcoholic beverage business? **NO**
Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **YES**
Is the business used to habitually and principally provide food to the public? **NO**
Does the establishment have restroom facilities? **YES**
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
Building Dimensions Square Footage: **15000** Display Square Footage:
Building seating capacity: **1000** Does Licensed premises include a patio area? **NO**
License Structure: **SINGLE STRUCTURE** 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: 20241218085503981

Initial each

SH

In reference to law violations, I attest to the truthfulness of the responses given within the application.

SH

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

SH

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.

SH

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

SH

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.

SH

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

SH

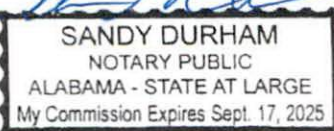
Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Shannon T. Wilson*

Signature of Applicant: *SH*

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: 20241218085503981

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: 01/04/2025 Ending Date: 01/04/2025

Special terms and conditions for special event/special retail:

N/A

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: RENTAL HALL 1035 CODY RD N MOBILE AL 36608

STATE OF ALABAMA

**DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION**

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee 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 corporation (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

The Southern Magnolia Beverage Service, Inc.

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Shannon T Wilson

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): _____

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-163-889	D/C
Date	11/21/2024
Time	16:00:00
File	\$100.00
County	\$100.00
Total	\$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____

To provide beverage service to events;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 5000 Par Value 1.00
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (No PO Boxes) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

*County of Registered Agent is requested in order to determine distribution of County filing fees.

11 / 21 / 2024

Date (MM/DD/YYYY)

John J. Crowley, Jr.

Signature as required by 10A-2A-1.20

Incorporator

Title

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:

The Southern Magnolia Beverage Service, Inc.

This name reservation is for the exclusive use of John J. Crowley, Jr., 2610-B
Dauphin Street, Suite 101, Mobile, AL 36606 for a period of one year beginning
November 20, 2024 and expiring November 20, 2025



RES188225

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

November 20, 2024

Date

Wes Allen

Secretary of State



EIN Assistant

Your Progress

1. Identity

2. Authenticate ☒

3. Addresses ☒

Congratulations! The EIN has been successfully assigned.

EIN Assigned: **33-2085432**

Legal Name: **SOUTHERN MAGNOLIA BEVERAGE
SERVICE INC**

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official letter and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

C



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

SOUTHERN MAGNOLIA BEVERAGE SERVICE INC
THE

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012286788	01/1/2025	12/31/2025

MOBILE, AL 36695-8675

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: 445320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue (251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by EMINENCE

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 19th day of December 20 24

Notary Printed Name <u>Lenora S. Wilson</u>	Notary Signature <u>Lenora S. Wilson</u>	My (Notary) Commission Expires <u>2/22/2028</u>
Notary Stamp	Owner of Property (Print Name) <u>T. Joshua Woods</u>	Applicant Name (Print Name) <u>Shannon T. Wilson</u>
	Owner of Property (Signature) <u>[Signature]</u>	Applicant Name (Signature) <u>[Signature]</u>
	Street Address <u>1035 Colby Rd N</u>	Street Address <u>[Signature]</u>
	City, State, Zip <u>Mobile, AL 36606</u>	City, State, Zip <u>Mobile AL</u>
	Date Agreement Signed <u>12/19/24</u>	Date Agreement Signed <u>12-19-24</u>

My Place

City of Mobile ...

GIS Data

Information for Address: 1035 Cody Rd N

[Search for New Ad...](#)

Parcel Owner / Mailing Address:

Greater Gulf State Fair Inc

P O Box 8307

Mobile, AL 36689

Parcel Information:

Parcel: R022803074000001.000 / 479574

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S2W07

Census Tract:

006402

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(No Service)

Trash Pickup:

(No Service)

Fire District:

(Fire Station 1 Lloyd J Freeman)

Police Precinct/Beat:

(Precinct 4 Beat 44)

--- Political ---

City Council District:

District: (7)

Gina Gregory - (251) 208-7441

County Commissioner District:

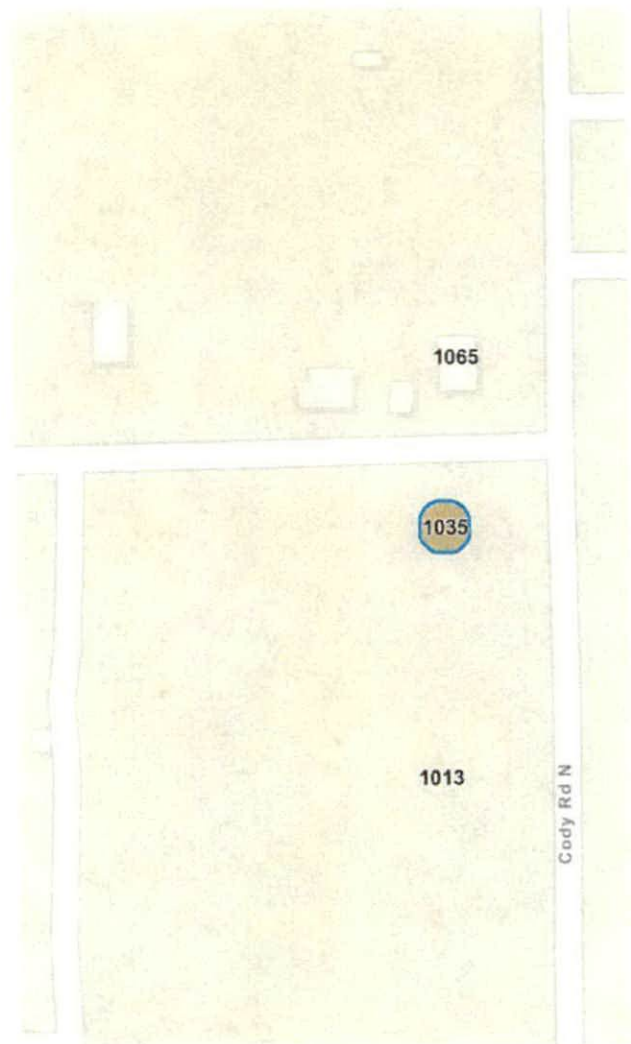
District: (2)

State House District:

District: (99)

State Senate District:

District: (2)



+

-



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: 479574 For Year 2024

 Property Details

Account

Key Number:	479574
Legal Description:	COMG AT NE COR OF NE 1/4 OF SE 1/4 OF SEC 7 T4S R2W RUN TH W ALG N/L OF SD 1/4 1/4 40 FT TO A PT ON W R/W LINE OF CODY RD NOW LOC TH CONT RUN W ALG SD N/L OF NE 1/4 OF SE 1/4 490 FT M/L TO PT TH RUN S 631 FT M/L TH RUN E 490 FT M/L TO PT ON W R/W LINE OF CODY RD RUN TH N ALG SD W R/W 631 FT M/L TO POB #SEC 7 T4S R2W #MP28 03 07 4 000
Parcel Number:	2803074000001XXX
Type:	Real
Property Class:	2
Location	
Address:	CODY RD CO
Owner	
Name:	GREATER GULF STATE FAIR INC
Mailing Address:	1035 CODY RD N
	MOBILE , AL 36608-4847
Exemptions:	OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$0
Land Value:	\$362,900
Appraised Value:	\$362,900
Taxable Value:	\$362,900
Assessed Value:	\$72,580

VALUES DISPLAYED ARE 2024 VALUES.

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.

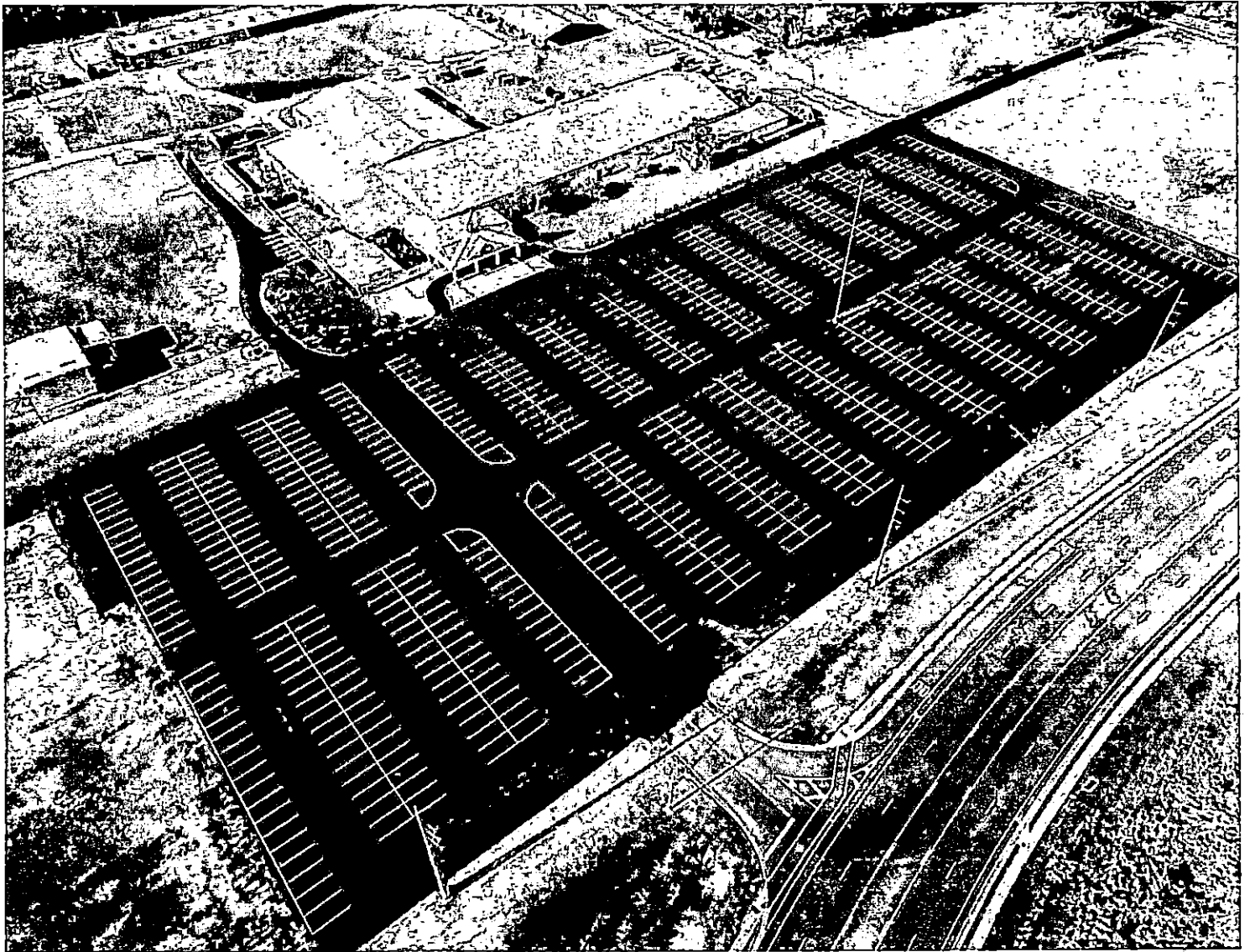


CITY of MOBILE ALCOHOLIC BEVERAGE
LICENSE APPLICATION

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 SPORTING EVENT		
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 SOUTHERN MAGNOLIA BEVERAGE SERVICES INC		Trade Name (DBA) EMINENCE COMBAT CHAMPIONSHIP ECC EXII			
Company Physical Address (Street Address, Suite #) 1035 CODY ROAD NORTH		City MOBILE	State AL		
		Zip Code 36608			
Business Contact Person Information					
Name SHANNON T WILSON	Title PRESIDENT	Phone	Email		
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 15,000	Parking Provided 100+	Parking Required 37+	Compliance Yes	Zoning R-1	Approved Yes
Comments Approved per previous approvals for Fair Grounds.					
Print Name Payton Rogers		Signature 		Date 12/19/2024	



R E S O L U T I O N

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Namaste Nepali Restaurant, LLC
Location:	Himalayan Nepali Cuisine 312 Schillinger Road South Suite C Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	LISA C. LAMBERT Council Agenda Date
12/06/2024	NEW APPLICATION	2024 - 5708	130542	7	December 31, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

NAMASTE NEPALI RESTAURANT LLC

Trade Name (DBA)

HIMALAYAN NEPALI CUISINE

Location Address

312 SCHILLINGER ROAD SOUTH STE C

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
12/06/2024	NEW APPLICATION	2024 - 5708	130542	7	December 31, 2024

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

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

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

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

NAMASTE NEPALI RESTAURANT LLC

Trade Name (DBA)

HIMALAYAN NEPALI CUISINE

Location Address

312 SCHILLINGER ROAD SOUTH STE C

City, State, Zip Code

MOBILE AL 36608

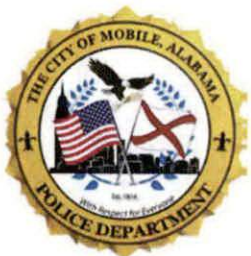
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



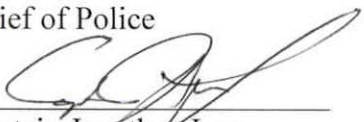
MOBILE POLICE DEPARTMENT



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: December 12, 2024

Re: Alcoholic Beverage License Application No. 5708
NAMASTE NEPALI RESTAURANT LLC
D/B/A: Himalayan Nepali Cuisine
312 Schillinger Rd South Ste C
Mobile, AL 36608
Bhupendra Awasthi, 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 Namaste Nepali Restaurant LLC. Namaste Nepali Restaurant LLC will be conducting business at Himalayan Nepali Cuisine located on Schillinger Road South. 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

DEC 12 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: December 12, 2024

Re: Alcoholic Beverage License Application No. 5708
NAMASTE NEPALI RESTAURANT LLC
D/B/A: Himalayan Nepali Cuisine
312 Schillinger Rd South Ste C
Mobile, AL 36608
Bhupendra Awasthi, 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 Himalayan Nepali Cuisine. 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.

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
12/06/2024	NEW APPLICATION	2024 - 5708	130542	7	December 31, 2024

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

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
NAMASTE NEPALI RESTAURANT LLC

Trade Name (DBA)
HIMALAYAN NEPALI CUISINE

Location Address
312 SCHILLINGER ROAD SOUTH STE C

City, State, Zip Code
MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
BHUPENDRA AWASTHI	MEMBER	NO	(251) 767-7706	BESTMODELHOME@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A
What is/was the start date of this business? 12/05/2024

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

City of Mobile Alcoholic Beverage License Application

Application Date 12/06/2024	Application Type NEW APPLICATION	Application Number 2024 - 5708	License Account # 130542	Council District 7	Council Agenda Date December 31, 2024
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name NAMASTE NEPALI RESTAURANT LLC			Trade Name (DBA) HIMALAYAN NEPALI CUISINE		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 12/08/2023	SOS Entity ID 001-111-152	State AL	County MOBILE
Federal Tax ID (FEIN) 93-4766036	Alabama State Sales Tax ID R012173385	Business Phone Number (251) 767-7706			
Physical Address (Street Address, Suite #) 312 SCHILLINGER ROAD SOUTH STE C		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box) 312 SCHILLINGER ROAD SOUTH STE C		City MOBILE	State AL	Zip Code 36608	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name BHUPENDRA AWASTHI	Title MEMBER	POA NO	Phone (251) 767-7706	Email BESTMODELHOME@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name DEL WINTÉ JOINT VENTURE AMBS LLC		Property Owner Phone Number (251) 234-7232		Property Owner Email CHRIS@WHITESPUNNERREALTY.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3201 DAUPHIN STREET STE A		City MOBILE	State AL	Zip Code 36606	
Bldg Square Footage 1,200	Bldg Seating Capacity 24	Restroom Facilities YES	Patio Area YES	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials B.A.

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) AWASTHI, BHUPENDRA			Title MEMBER		Driver's License (State, Number) AL 8112928		
Home Address (Street Address, Apt/Unit #) 3918 PIERSON DRIVE WEST			City MOBILE		State AL	Zip Code 36619	
Date of Birth 10/20/1987	Place of Birth (City, State, Nation) NEPAL		Social Security Number 416-63-0223		Mobile/Phone Number (251) 767-7706		
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 VO OIL COMPANY LLC		Business DBA DIP MARKET		Physical Location Address (Street, City, Zip Code) 3804 DAUPHIN ISLAND PKWY MOBILE 36605		
	VO OIL COMPANY LLC		LG QUICK STOP		1424 AZALEA ROAD MOBILE 36693		
Full Name (Last, First, Middle) N/A			Title		Driver's License (State, Number)		
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)		Social Security Number		Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?							
	If Yes, Law Violation		Arresting Agency		Arrest Date		Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?							
	If Yes, Legal Business Name		Business DBA		Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information				Copy of Driver's License Must Be Provided for each Person			
Full Name (Last, First, Middle) N/A			Title		Date of Birth		Driver's License (State, Number)
Home Address (Street Address, Apt/Unit #)			City		State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO							
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO							
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES							

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

B.A.

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

B.A.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

B.A.

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

B.A.

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

B.A.

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

B.A.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

B.A.

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

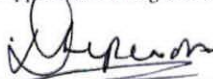
Owner/Applicant/POA Printed Name

BHUPENDRA AWASTHI

Date of Application Signature

12/06/24

Owner/Applicant/POA Signature



Title of Person Signing this Application

owner

Sworn to and subscribed before me this **6th** day of **December** 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 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:

NAMASTE NEPALI RESTAURANT LLC

dba

HIMALAYAN NEPALI CUISINE

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

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

312 SCHILLINGER ROAD SOUTH 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

December 31, 2024 for application number **2024 - 5708**

- 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

CITY OF MOBILE
REVENUE DEPARTMENT

December 6, 2024



HIMALAYAN NEPALI CUISINE
312 SCHILLINGER ROAD SOUTH STE C
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 130542 TERRITORY 7

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1933241	12/2024	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

12/06/2024 11:17AM NICKOL H.
043856-0001

BUSINESS LICENSE

NAMASTE NEPALI RESTAURANT LLC
130542

2024 Item: 1933241

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

Visa *****5750

Ref=b675d981-de3b-4d61-be37-906425aaf200

Auth=01892C

Change due \$0.00

Paid by: AWASTHI/BHUPENDRA



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241030091823391

Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
 Type License: State: County:
 Trade Name: **HIMALAYAN NEPALI CUISINE** Filing Fee: \$50.00
 Applicant: **NAMASTE NEPALI RESTAURANT LLC** Transfer Fee:
 Location Address: 312 SCHILLINGER RD S STE C MOBILE, AL 36608
 Mailing Address: 312 SCHILLINGER RD S STE C MOBILE, AL 36608
 County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: LLC
 Book, Page, or Document info: 001-111-152
 Do you sell Draft Beer?:
 Date Incorporated: 12/08/2023 State incorporated: AL County Incorporated: MOBILE
 Date of Authority: 12/08/2023
 Federal Tax ID: 93-4766036 Alabama State Sales Tax ID: R012173385

Name:	Title:	Date and Place of Birth:	Residence Address:
BHUPENDRA AWASTHI 8112928 - AL	MEMBER	10/20/1987 NEPAL	3918 PIERSON DR W MOBILE, AL 36619

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: BHUPENDRA AWASTHI
Business Phone: 251-767-7706
Fax:

Home Phone: 251-767-7706
Cell Phone: 250-767-7706
E-mail: BESTMODELHOME@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
 Trade Name:
 Applicant:

Previous License Number(s)
 License 1:
 License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241030091823391

If applicant is leasing the property, is a copy of the lease agreement attached? YES

Name of Property owner/lessor and phone number: DELWINTe JOINT VENTURE AMBS LLC 251-234-7232

What is lessors primary business? REAL ESTATE

Is lessor involved in any way with the alcoholic beverage business? NO

Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES

Is the business used to habitually and principally provide food to the public? YES

Does the establishment have restroom facilities? YES

Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO

Building Dimensions Square Footage: 1200

Display Square Footage:

Building seating capacity: 24

Does Licensed premises include a patio area? YES

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: 20241030091823391

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

License Covers: STE C



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20241030091823391

Initial each

B.A.
B.A.

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.

B.A.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

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.

B.A.

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.

B.A.

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.

B.A.

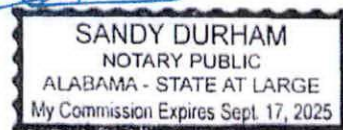
I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): BHUPENDRA AWASTHI

Signature of Applicant:

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

Submitted to Local Government:

Received in District Office:

App. Inv. Completed:

Reviewed by Supervisor:

Forwarded to District Office:

Received from Local Government:

Forwarded to Central Office:

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:

NAMASTE NEPALI RESTAURANT LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): Bhupendra AWASTHI

Street (no PO Boxes) address of registered office (must be located in Alabama):

3918 pierson drive west 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
001-111-152 DLL
Date 12/08/2023
Time 10:36:00
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 12 / 12 / 2023 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 0 ☒ 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).

12 / 8 / 2023
Date (MM/DD/YYYY)

BHUPENDRA AWASTHI

Signature as required by 10A-5A-2.04

MEMBER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

NAMASTE NEPALI RESTAURANT LLC

This name reservation is for the exclusive use of BHUPENDRA AWASTHI, 3918
pierson drive west, MOBILE, AL 36619 for a period of one year beginning
December 08, 2023 and expiring December 08, 2024



RES128280

**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.**

December 08, 2023

Date

A handwritten signature in blue ink, appearing to read "Wes Allen", is written over a horizontal line.

Wes Allen

Secretary of State



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-08-2023

Employer Identification Number:
93-4766036

Form: SS-4

Number of this notice: CP 575 A

NAMASTE NEPALI RESTAURANT LLC
MAGIC MOMO
% BHUPENDRA AWASTHI SOLE MBR
3918 PIERSON DR W
MOBILE, AL 36619

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-4766036. 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	01/31/2024
Form 940	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



2024
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

NAMASTE NEPALI RESTAURANT LLC
12351 OLD PASCAGOULA RD
GRAND BAY, AL 36541-4139

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012173385	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: 722511

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY
REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork Lease hold IMPS LOC. ON PCL 004.004 DESE AS FOLLOWS: COMMENCING @ the Southeast corner of the Northeast quarter of Section 24, T4S-R3W, Mobile County, Alabama. THENCE RUN N 89 52.30 W along the South line of said Northeast quarter of Section 24, a distance of 23.88 ft to a point on the North Right of way line of Airport Blvd. Thence Run N 66 43.22, East along said North Right of way line of Airport Blvd distance of 56.83 ft to the point of beginning of the property herein DESE.

The above described property is ☐ Owned ☒ Leased to/by Namaste Nepali Restaurant LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public that an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 5th day of December, 2024

Notary Printed Name <u>Katlyn Lumpkin</u>	Notary Signature <u>Katlyn Lumpkin</u>	My (Notary) Commission Expires <u>Aug 13, 2028</u>
Notary Stamp 	Owner of Property (Print Name) <u>Shirley White Spivey</u>	Applicant Name (Print Name) <u>Namaste Nepali Restaurant LLC</u>
	Owner of Property Signature <u>Shirley White Spivey</u>	Applicant Signature <u>Namaste Nepali Restaurant LLC</u>
	Street Address <u>3701 Dauphin St</u>	Street Address <u>312 S. Dauphin St</u>
	City/State/Zip <u>Mobile, AL 36606</u>	City/State/Zip <u>Mobile, AL 36608</u>
	Date Agreement Signed <u>12.5.24</u>	Date Agreement Signed <u>12.5.24</u>

Revision Date 10.23.2023

Application Property Ownership

My Place

City of Mobile H...

GIS Data

< 5 of 26 >

[Search for New Add...](#)

Information for Address: 312 Schillinger Rd S # C

Parcel Owner / Mailing Address:

Mobile Airport Authority
P O Box 88002
Mobile, AL 36608

Parcel Information:

Parcel: R022706240000004.004 / 2299710

Parcel Subdivision:

Unknown

Parcel Jurisdiction:

Mobile City Limits

Neighborhood Renewal District:

Address is not within a Neighborhood Renewal District

Historic District:

Address is not within a Historic District

PLS Section:

4S3W24

Census Tract:

006403

Zipcode:

36608

--- Public Services ---

Garbage Pickup:

(Tuesday West / Annex)

Trash Pickup:

(Friday North / 5-TD-13)

Fire District:

(Fire Station 26 Public Safety Complex)

Police Precinct/Beat:

(Precinct 4 Beat 47A)

--- Political ---

City Council District:

District: (7)

Gina Gregory - (251) 208-7441

County Commissioner District:

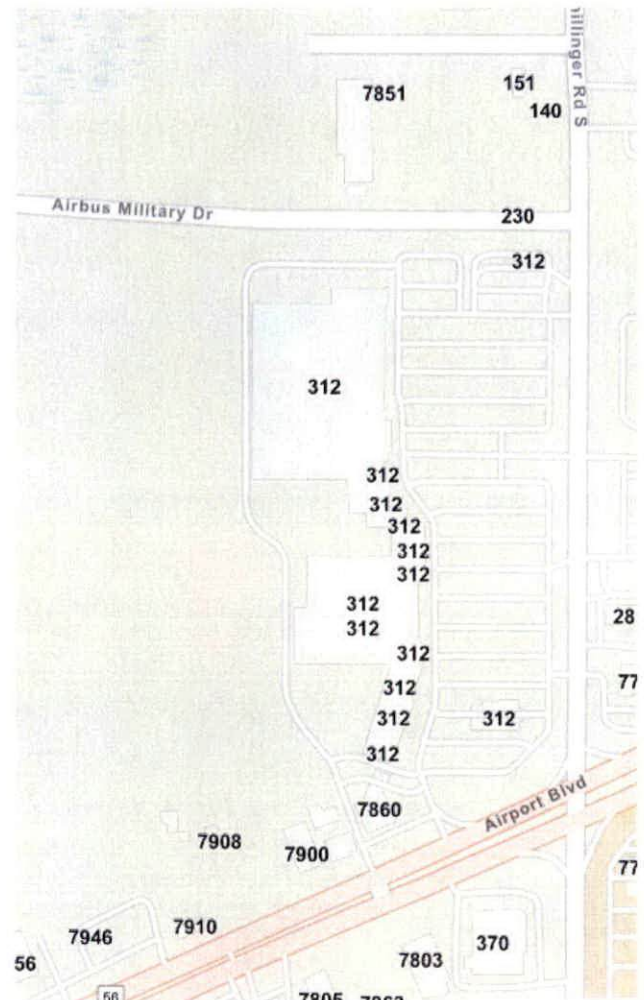
District: (2)

State House District:

District: (101)

State Senate District:

District: (34)



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: 2299710 For Year 2024

Property Details

Account	
Key Number:	2299710
Legal Description:	BEG AT PT ON W R/W/L OF SCHILLINGER RD AT INT OF N R/W/L OF AIRPORT BLVD TH N ALG W/L SCHILLINGER RD 120 FT TH CONT N 330 FT TH W 265 FT TH NWLY 152.63 FT TH W 180 FT TH S 103.76 FT TH W 278 FT TH S 610 FT(S) TH E 310 FT(S) TH NELY 19.89 FT TH NE 298 FT(S) TH CONT NE 7.71 FT TH SELY 142 FT TH ELY 107.40 FT TH NELY 27 FT TH CONT NELY 59.40 FT TO POB
Parcel Number:	2706240000004004
Type:	Real
Property Class:	2
Location	
Address:	312 S SCHILLINGER RD MOBILE, AL 36608
Owner	
Name:	MOBILE AIRPORT AUTHORITY
Mailing Address:	P O BOX 88002 MOBILE , AL 36608-0004
Exemptions:	OTH - OTHER EXEMPTION. COMPLETELY EXEMPT For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$0
Land Value:	\$4,134,200
Appraised Value:	\$4,134,200
Taxable Value:	\$4,134,200
Assessed Value:	\$826,840

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



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

NAMASTE NEPALI RESTAURANT LLC

Trade Name (DBA)

HIMALAYAN NEPALI CUISINE

Location Address

312 SCHILLINGER ROAD SOUTH STE C

Zip Code

36608

Application Number

2024 - 5708

Notice Post Date @ Location

12/06/2024

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 31, 2024

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

COMMERCIAL LEASE

This commercial lease ("Lease") is made and entered into on this the 1st day of November, 2024 ("Effective Date") by and between **DEL WHITE JOINT VENTURE, An Alabama general partnership; AMBS, L.L.C. An Alabama limited liability company** (herein called "Landlord") and **Namaste Nepali Restaurant LLC** (herein called "Tenant").

WITNESSETH

ARTICLE I GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises commonly known as **Suite C** containing approximately **1,200 square feet** (the "Leased Premises") located in the shopping center known as **312 Schillinger Rd S, Suite C in Ambassador Plaza Shopping Center** (herein called the "Shopping Center"), in the **City of Mobile, State of Alabama** and **Zip of 36608**. The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as **Exhibit A** and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on **Exhibit A** and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for **Five (5) years** commencing on **December 1, 2024** ("Rent Commencement Date") and expiring on **November 30, 2029** ("Lease Term"). **Tenant shall possess leased premises November 1, 2024**. Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of ninety (90) days following the Effective Date, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this Lease by giving thirty (30) day's written notice to Tenant.

Section 1.05. Examination of Lease.

B A

Initials of Tenant & Landlord

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

LANDLORD

DEL-WHITE JOINT VENTURE
An Alabama General Partnership

Witness:



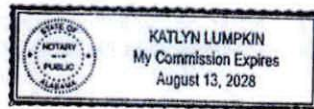
By:

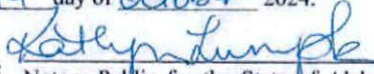

John White-Spunner
Its: Managing Member

STATE OF ALABAMA)
MOBILE COUNTY)

I, the undersigned, Notary Public for the State of Alabama at Large do hereby certify that **John White-Spunner** whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 14 day of October 2024.




Notary Public for the State of Alabama At
Large

My Commission Expires: 8.13.28



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 Namaste Nepali Restaurant LLC		Trade Name (DBA) Nepali Cuisine			
Company Physical Address (Street Address, Suite #) 312 schillinge rd S, Suite C		City Mobile	State AL		
Business Contact Person Information Name Bhupendra Awasthi		Title owner	Phone 251-767-7706		
		Email Bestmadehome@gmail.com			
URBAN DEVELOPMENT DEPARTMENT USE ONLY					
Building Sq Footage 12,000 sqft	Parking Provided 4+	Parking Required 4	Compliance Yes	Zoning B-3	Approved Yes
Comments					
Print Name Payton Rogers		Signature 		Date 12/6/2024	
		Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2024.12.06 15:13:16-06'00'			

312 Schillinger Rd S., Suite C, Mobile, AL, 36608

P → Parking Lot.

B → PNC Bank

OR → Briquettes Steak House.

C → Suite C

Namaste Nepali Restaurant

DBA: Himalayan Nepali Cuisine.

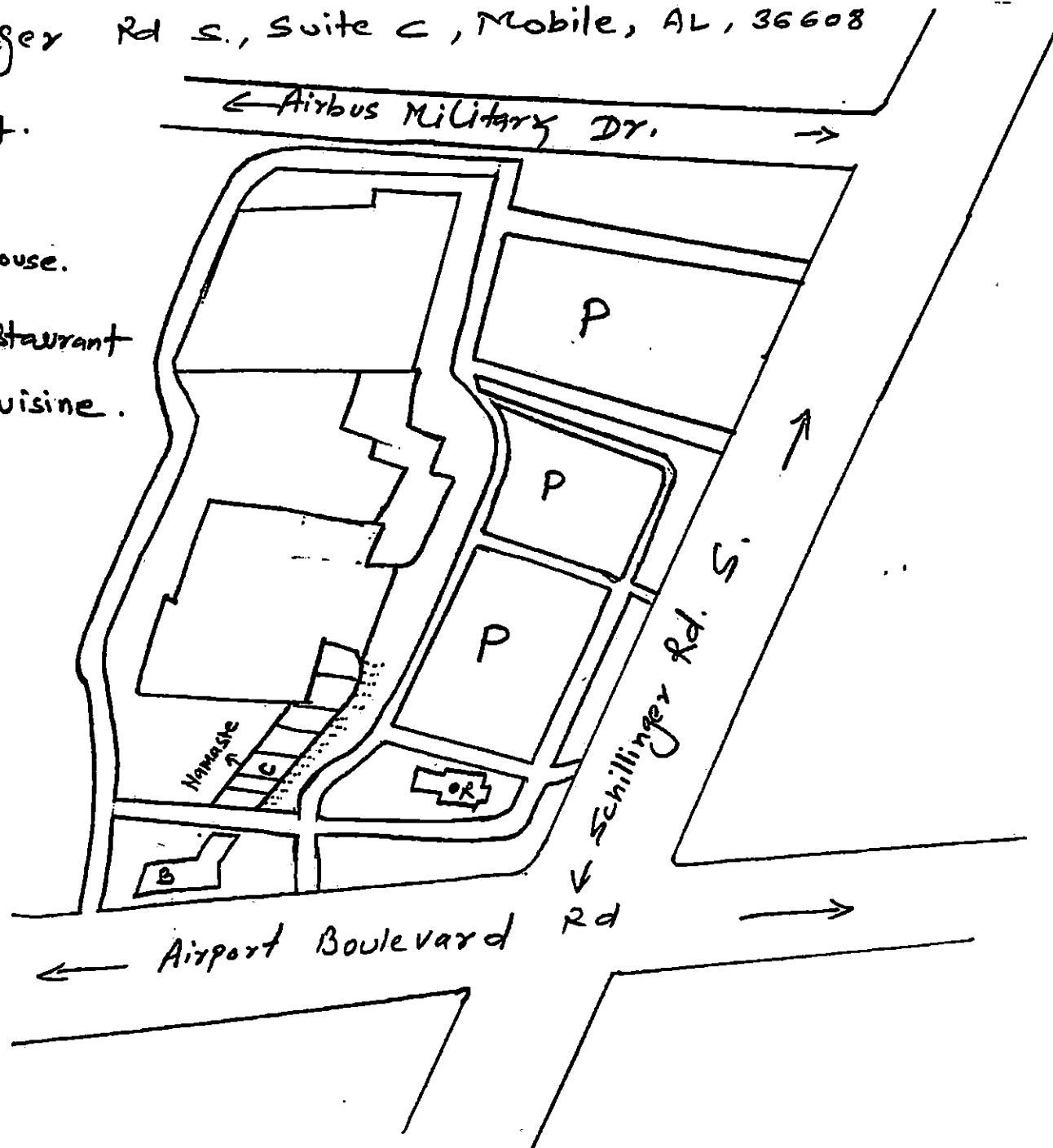
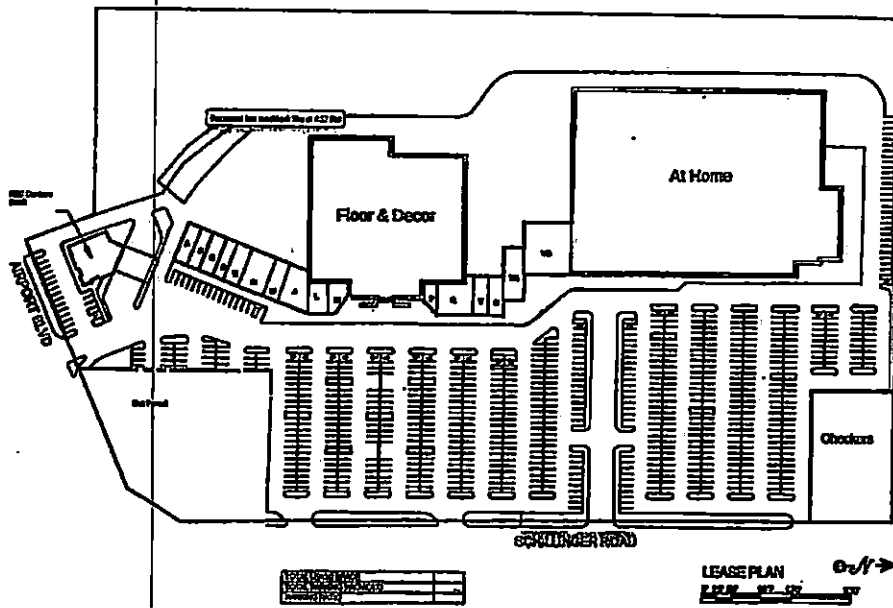


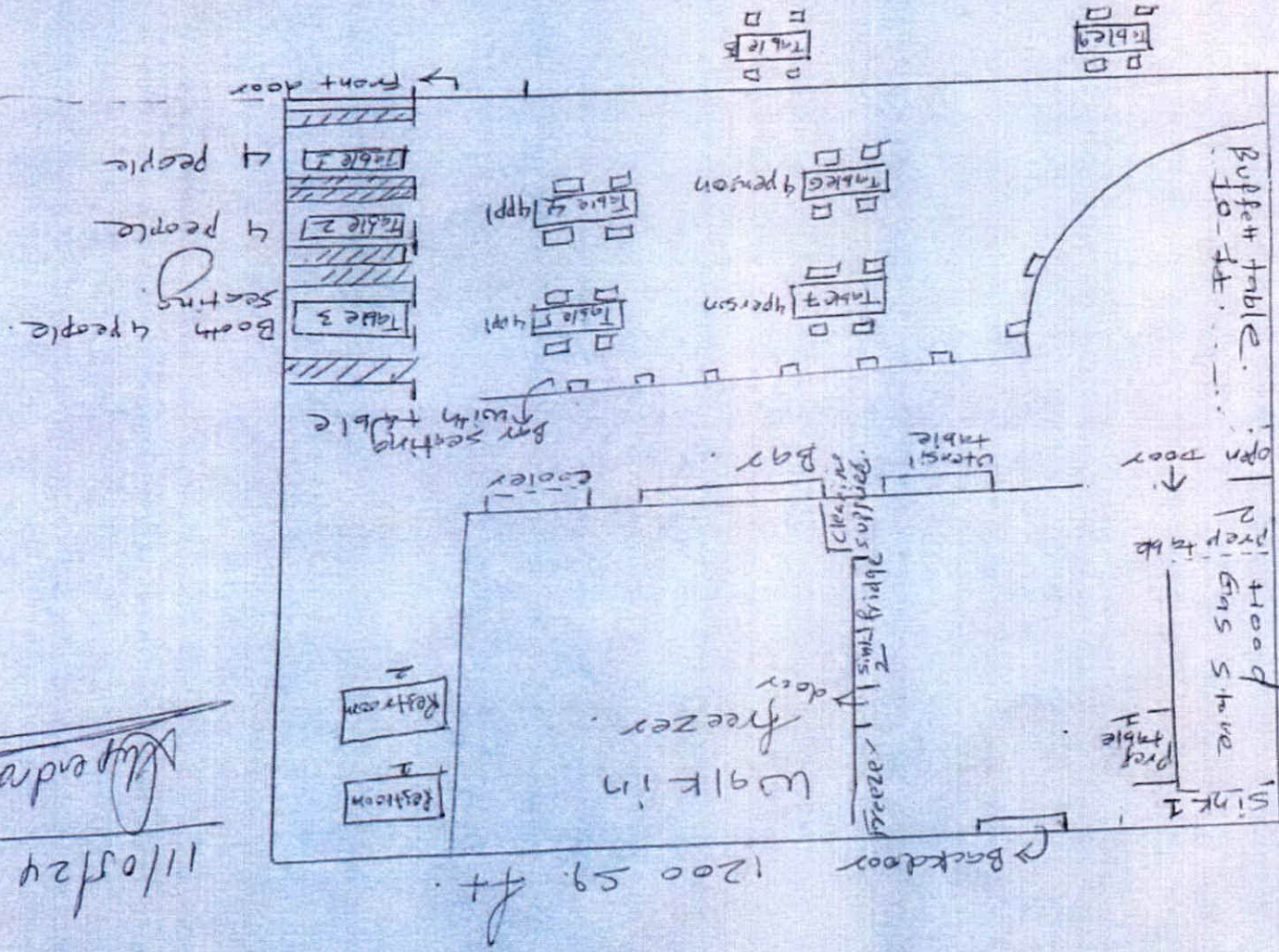
Exhibit "A"



NAMASTE NEPALI RESTAURANT LLC
 312 Schilling Rd S. Suite C
 Mobile, AL 36608

11/05/24

Kalyendra





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-145951-2024

Issue Date: 12/06/2024

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022706240000004.006.	312 Schillinger Rd S C	C

Business Name	Issued To	Zoning Districts
HIMALAYAN NEPALI CUISINE	Name: Bhupendra Awasthi Company: Address: 312 Schillinger Rd S C MOBILE, AL 36608 Phone: (251) 767-7706	B-3

This Zoning Classification Allows the property to be used for:

RESTAURANT

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Joseph Snowden

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution-Kurt Thomas

REVIEWERS:

Dawn Seese
Donna Bryars
Chris Kern
James Barber

December 4, 2024

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 to the following employee:

- **November 2024 – Kurt Thomas (Employee #12320) Administrative Services**
Mobile Museum of Art – Art Logistics/Manager of Curatorial Affairs

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 31 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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 325 Cooper Navion LED
roadway luminaires for Traffic Engineering.
CIP Traffic Signal and Street Light Maintenance

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$304,743.25

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: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3083</u>	2025	(2060) TRAFFIC ENGINEERING	325 COOPER NAVION LED ROADWAY LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$304,743.25	(075199) <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003083-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/10/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER MASTER AGREEMENT EV2370 OMNIA PARTNERS AND YOUR QUOTE 0247640441

001	MASTER AGREEMENT EXPIRES 01-31-2029 COOPER LTG GROUP NVN-SA4C-740-U-T3-AP-20K Vendor Item	250.00 EACH	931.00000	232750.00
-----	--	----------------	-----------	-----------

1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			232750.00
---	---	--	--	-----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	COOPER LTG GROUP NVN-SA4C-740-8-T3-AP-20K Vendor Item	75.00 EACH	959.91000	71993.25
-----	---	---------------	-----------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003083-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
--	---	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/10/24	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C1012 .OPERSUPPLS.			71993.25

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total 304743.25

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

Account	Amount	Remaining Budget
E C1012 .OPERSUPPLS.	304743.25	45256.75

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	304743.25	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
----------	------	-------	---------

Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

[Education | Government](#)

[Nonprofit](#)

[Corporate | Enterprise](#)

[Private Equity](#)

Public Sector

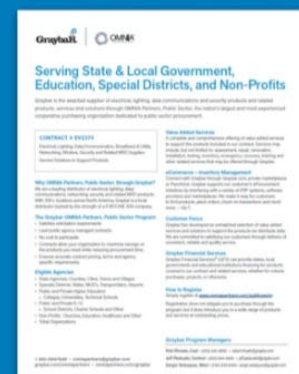
-  K-12 Education
-  Higher Education
-  State & Local Government

OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**
City of Kansas City, MO | EV2370

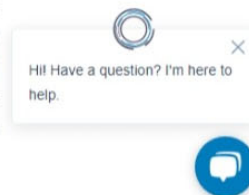
[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners. Public participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, w portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OM Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each t available for use through the contract's approved term. In the event we believe re-registration is necessary for any reas you know.



Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

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CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



[Privacy Policy](#) | [Terms of Use](#)

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

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

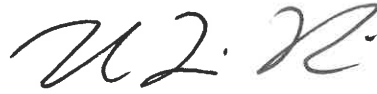
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: _____

CHANGE ORDER: ☒ (when money is available in project's budget; from project to contract)VENDOR NAME: John G. Walton Construction Company Inc.DISTRICT#: Select Item. 7DEPT. PROJECT#: 2019-3005.19REQUEST: Please add subtract \$ 79,492.⁹⁰ from Capital Project#/Title: C0435
2018 PAYGO N. McGregor Ave. Reconstruction
to contract# 4051Total amount of Change Order: \$ 79,492.⁹⁰Current contract amount: \$ 1,992,827.⁸¹Revised contract amount: \$ 2,072,320.⁷¹Comments: Needed to pay for additional lighting
items in construction.LaShay Williams
Employee signatureRosemary Gunn
Approval signature

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. McGregor Ave Reconstruction; Change Order No.1 COM Project # 2019-3005-19

PROJECT #: C0435 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Construction Services

CONTRACT AMOUNT: \$79,492.90

VENDOR NAME: John G. Walton Construction Company Inc.

VENDOR NUMBER: 232642

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: LaShey Williams Date 12/20/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: **Mayor William S. Stimpson**

WHEREAS, the CITY entered into a contract dated **October 11, 2022**, with **John G Walton Construction Co., Inc.** for construction services on the project known as **North McGregor Ave. Reconstruction (COM Project No. 2019-3005-19)**; and

WHEREAS, the original contract amount was **\$1,767,061.96** for a unit priced based contract for the reconstruction of North McGregor Ave.; and

WHEREAS, the amount of Change Order No. 1 was **\$225,765.85** for unforeseen utility conditions, for a total of **\$1,992,827.81**; and

WHEREAS, during construction, additional lighting items became necessary for payment adjustments totaling **\$79,492.90**; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Council does hereby authorize the addition of Change Order #2 in the amount of **\$79,492.90**, for a total of **\$2,072,320.71** to be paid to **John G Walton Construction Co., Inc.** for the construction of **North McGregor Ave. Reconstruction (COM Project No. 2019-3005-19)**.

Adopted:

City Clerk

JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: 2023 City Wide Sidewalk Repair & Maintenance

PROJECT NUMBER: 2023-3005-01

The attached change order number 2 to contract with John G. Walton Construction Co., Inc.

dated October 11, 2022 is required because of the following:

- 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- 2. Where competitive bidding for the new work for new money will work to 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 Lambeth
ENGINEER OR CONSULTANT

Rosemary
City Engineer

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

December 6, 2024

City of Mobile
205 Government Street
Mobile, Alabama 36633

Attn: Tammy Lambeth, P.E.

RE: Project No. 2019-3005-19
North McGregor Avenue

Dear Tammy,

We are submitting the Change Order #2 for the above referenced project. The Change Order was instituted by the Contractor and the City of Mobile to address the additional lighting conductor wire needed for the 110V circuit set up for the receptacles on each lighting assembly. The receptacles were requested by the VSH to serve power to seasonal decorations that would hang from the lighting assemblies. The change order covers the items needed for the additional circuit.

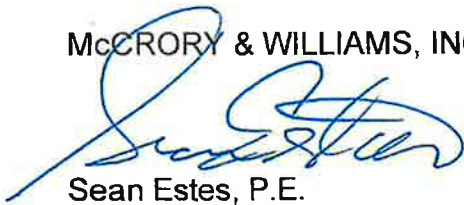
No new unit prices were needed. The pay items were already set up in the contract. The additional circuit resulted in an overrun of the plan quantity. We recommend approval of the Change Order 2 because it is in the best interest of the City of Mobile and the surrounding community.

The change order method is being used rather than competitive bids for four reasons. The competitive bid method would be more expensive, more time consuming, contract unit prices were already available and is not practical given the schedule.

If you should have any questions, please let us know.

Yours truly,

McCRORY & WILLIAMS, INC.



Sean Estes, P.E.

M5710-2171\24LTR.1206

CHANGE ORDER NUMBER 2 DATE 12/5/24

PROJECT NAME AND NUMBER North McGregor Ave. Reconstruction
Project No. 2019-3005-19

TO John G. Walton Construction Co., Inc.
1806 Wolf Ridge Rd., PO Box 81222, Mobile AL 36689

TERMS: You are hereby authorized, subject to the provision of your contract for this project, to make the following changes thereto in accordance with your proposal dated Oct. 11, 2022.

DESCRIPTION OF CHANGES OR WORK TO BE DONE: Furnish the necessary labor, materials, and equipment to:

Estimated Over Run (Attachment "A")	\$ 79,492.90
Estimated Under Run (Attachment "B") <i>N/A</i>	\$ 0
Additional Items (Attachment "C") <i>N/A</i>	\$ 0
Total Change Amount	\$ 79,492.90

Original Contract Price	\$ 1,767,061.96
Previous Revised Contract	\$ 1,992,827.81
THIS CHANGE ORDER NUMBER <u>2</u> (ADD)	\$ 79,492.90
Revised Contract Price this Date	\$ 2,072,320.71

Extension of time resulting from this change order 0

BY:

Mayor

ACCEPTED BY:

Shawn Taylor
Owner/President *Project Manager*

ATTEST:

City Clerk

ATTEST:

Chick
Witness/Secretary

City Engineer

12/19/2024
Date

APPROVED BY:

ATTACHMENT "A"
CHANGE ORDER NO. 2
OVER RUN ITEMS

OWNER: CITY OF MOBILE, ALABAMA

JOHN G. WALTON CONSTRUCTION CO, INC.

TITLE: North McGregor Ave Reconstruction
 Project No. 2019-3005-19

ITEM NO	DESCRIPTION	Unit of Measure	ORIGINAL CONTRACT ITEMS			TO DATE QUANTITIES		OVER RUNS	
			QTY	Unit Bid Price	Total	QUANTITY	AMOUNT	QUANTITY	AMOUNT
740-B	CONSTRUCTION SIGNS	SF	716	\$10.58	\$ 7,575.28	799.66	\$8,460.40	83.6600	\$885.12
750-A	LIGHTING ASSEMBLY (SUPPLIED BY OTHERS)	EA	12	\$5,584.00	\$67,008.00	11.00	\$61,424.00	1.00	\$5,584.00
750-C	POLE FOUNDATION	EA	12	\$6,293.32	\$75,519.84	11.00	\$69,226.52	1.00	\$6,293.32
750-E1	METALLIC CONDUIT, 1 1/4 INCH	LF	40	\$65.35	\$2,614.00	0	\$0.00	40.00	\$2,614.00
750-E2	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	LF	2,036	\$53.33	\$108,579.88	2,036.00	\$108,579.88	496.00	\$26,451.68
750-F1	CONDUCTOR WIRE, 1/0	LF	1,063	\$9.94	\$10,566.22	953.00	\$9,472.82	2,404.00	\$23,895.76
750-F2	CONDUCTOR WIRE, #4	LF	575	\$5.98	\$3,438.50	545.00	\$3,259.10	1,591.00	\$9,514.18
750-F3	CONDUCTOR WIRE, #6	LF	488	\$4.46	\$2,176.48	435.00	\$1,940.10	954.00	\$4,254.84
TOTALS					\$277,478.20		\$262,362.82		\$79,492.90

TOTAL OVER RUNS FOR CHANGE ORDER NO. 2 = **\$79,492.90**

ENGINEER: Tammy Lambert

CONTRACTOR: Dawn Taylor

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilwoman Gina Gregory

WHEREAS, bids for sidewalks, curbing, drainage, utilities, road, construction, asphalt paving for district 7 were received and opened on August 17, 2022.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from John G. Walton Construction Company Inc., in the amount of \$1,767,061.96.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by John G. Walton Construction Company, Inc.

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

Name of Company: John G. Walton Construction Company, Inc.

Project Name: 2018 PAYGO North McGregor Ave. Reconstruction

Project Number: 2019-3005-19

Amount: \$1,767,061.96

Adopted: OCT 11 2022



City Clerk



**2018 PAYGO
NORTH MCGREGOR AVE
RECONSTRUCTION**

PROJECT No. 2019-3005-19

BID DATE — AUGUST 17, 2022

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Labor and Materials Bond.....	V
Performance Bond.....	VI
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Special Provisions	VIII
Articles of Agreement.....	IX
Supplemental Specifications	X
Location	Attachment A
Contractor's Insurance Certifications	Attachment B
Subcontracting Plan, E-Verify Affidavit and DBE Utilization Report	Attachment C
Project Closeout Certifications, Affidavits & Requirements	Attachment D
Sign Details.....	Attachment E
Project Addendums.....	Attachment F
Tax Exemption.....	Attachment G

INVITATION TO BID

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, August 17, 2022 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: 2019-3005-19
Project: 2018 PAYGO - NORTH MCGREGOR AVE
RECONSTRUCTION

Project Description: SIDEWALKS, CURBING, DRAINAGE, UTILITIES, ROAD
CONSTRUCTION, ASPHALT PAVING

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars (\$75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, August 15, 2022.

A Mandatory Pre-Bid Conference will be held in the Conference Room, 2nd Floor, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, August 10, 2022 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the bid and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to insure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) major classification or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project No: 2019-3005-19

Project Name: 2018 PAYGO – NORTH MCGREGOR AVE RECONSTRUCTION

Project Description: SIDEWALKS, CURBING, DRAINAGE, UTILITIES

Major work items include: Sidewalk, curb and gutter

The Bidder further agrees to construct the improvements in 200 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, August 10, 2022. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Thirty Two Thousand One Hundred Seventeen Dollars and Four Cents	\$32,117.04	\$32,117.04
206-C1	867	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	\$13.06	\$11,323.02
206-C2	1328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Seventeen Dollars and Thirty Nine Cents	\$17.39	\$23,093.92
206-D1	13	LF	REMOVING PIPE (ALL SIZES)	Sixty Six Dollars and Ninety Eight Cents	\$66.98	\$870.74
206-D2	688	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	\$10.45	\$7,189.60
206-D3	369	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	\$13.06	\$4,819.14
206-D4	355	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Dollars and Sixty Five Cents	\$20.65	\$7,330.75
206-E1	3	EA	REMOVING INLET	Eight Hundred Seventy Dollars and Seventy One Cents	\$870.71	\$2,612.13
206-E2	7	EA	REMOVING INLET (PARTIAL)	Eight Hundred Seventy Dollars and Seventy One Cents	\$870.71	\$6,094.97
206-E3	2	EA	REMOVING EXISTING LIGHT FIXTURE AND POLE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	\$2,875.00	\$5,750.00
210-A	921	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	\$45.60	\$41,997.60

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
210-D	737	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Three Cents	\$47.03	\$34,661.11
214-A	165	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	\$131.65	\$21,722.25
230-A	17	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	\$0.01	\$0.17
301-A1	2060	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Seven Cents	\$56.07	\$115,504.20
301-A2	2060	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Three Dollars and Five Cents	\$33.05	\$68,083.00
401-A	991	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	\$2.89	\$2,863.99
408-A	5419	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Five Dollars and Twenty Six Cents	\$5.26	\$28,503.94
429-A	532	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Fifty One Dollars and Seventy Five Cents	\$151.75	\$80,731.00
429-B	165	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	\$390.56	\$64,442.40
430-B	50	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	\$83.48	\$4,174.00
502-A	700	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	\$2.76	\$1,932.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
530-A	40	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	\$139.28	\$5,571.20
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	\$456.48	\$1,825.92
533-A2	16	LF	18" STORM SEWER PIPE (CLASS 3 R.C.)	One Hundred Fifty Eight Dollars and Twenty Two Cents	\$158.22	\$2,531.52
533-A3	8	LF	24" STORM SEWER PIPE (CLASS 3 R.C.)	Two Hundred Forty Nine Dollars and Eighteen Cents	\$249.18	\$1,993.44
600-A	1	LS	MOBILIZATION	One Hundred Fifty Four Thousand Five Hundred Seventy Three Dollars and Eighty Three Cents	\$154,573.83	\$154,573.83
614-B	1	CY	REINFORCED SLOPE PAVING	Eight Hundred Sixty Two Dollars and Fifty Cents	\$862.50	\$862.50
618-A1	1715	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	\$74.75	\$128,196.25
618-A2	358	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$30,877.50
618-B1	195	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$16,818.75
618-B2	149	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$12,851.25
618-D	22	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	\$1,667.50	\$36,685.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-E	22	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	\$575.00	\$12,650.00
620-A1	3	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	\$2,875.00	\$8,625.00
620-A2	9	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	\$914.25	\$8,228.25
621-A1	1	EA	JUNCTION BOXES, TYPE 1	Three Thousand Five Hundred Eighty Six Dollars and Fifty Cents	\$3,586.50	\$3,586.50
621-A2	1	EA	JUNCTION BOXES, TYPE 1 (SPECIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	\$3,852.27	\$3,852.27
621-A3	2	EA	JUNCTION BOXES, TYPE 1 (MODIFIED)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Eight Cents	\$3,852.28	\$7,704.56
621-C1	1	EA	INLETS, TYPE S3 (0-WING)	Seven Thousand Six Hundred Thirty Nine Dollars and Sixty One Cents	\$7,639.61	\$7,639.61
621-C3	1	EA	INLETS, TYPE S3 (2-WING)	Seven Thousand Twenty Three Dollars and Thirteen Cents	\$7,023.13	\$7,023.13
621-C4	2	EA	INLETS, TYPE S3 (0-WING) (PARTIAL)	Four Thousand One Hundred Thirty Eight Dollars and Thirty One Cents	\$4,138.31	\$8,276.62
621-C5	3	EA	INLETS, TYPE S3 (1-WING) (PARTIAL)	Four Thousand Seven Hundred Forty Eight Dollars and Seventy Nine Cents	\$4,748.79	\$14,246.37
621-C6	1	EA	INLETS, TYPE S3 (SPECIAL)	Seven Thousand Twenty Three Dollars and Thirteen Cents	\$7,023.13	\$7,023.13

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C7	1	EA	INLETS, TYPE W	Seven Thousand Eleven Dollars and Thirty Three Cents	\$7,011.33	\$7,011.33
621-C8	1	EA	INLETS, TYPE W (PARTIAL)	Six Thousand Six Hundred Seventy Dollars and Fifty Four Cents	\$6,670.54	\$6,670.54
621-C9	2	EA	INLETS, TYPE X	Five Thousand Sixteen Dollars and Two Cents	\$5,016.02	\$10,032.04
623-A	743	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	\$43.70	\$32,469.10
623-B1	190	LF	CONCRETE CURB, TYPE N	Forty Dollars and Twenty Five Cents	\$40.25	\$7,647.50
623-B2	60	LF	CONCRETE CURB, TYPE N (SPECIAL)	One Hundred Forty Three Dollars and Seventy Five Cents	\$143.75	\$8,625.00
623-B3	122	LF	CONCRETE CURB, TYPE A	Forty Dollars and Twenty Five Cents	\$40.25	\$4,910.50
623-B4	89	LF	CONCRETE CURB, TYPE E (MODIFIED)	Forty Six Dollars and No Cents	\$46.00	\$4,094.00
623-C1	2408	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	\$26.82	\$64,582.56
623-C2	59	LF	COMBINATION CURB & GUTTER, TYPE C (SPECIAL)	One Hundred Twelve Dollars and Seventy Cents	\$112.70	\$6,649.30
637-A	240	LF	FENCE RESET	Forty One Dollars and Twenty Seven Cents	\$41.27	\$9,904.80

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
649-A	90	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	\$32.26	\$2,903.40
650-A	225	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	\$143.24	\$32,229.00
652-C	0.5	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	\$373.76	\$186.88
654-A	2000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	\$5.23	\$10,460.00
660-D1	9	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	\$1,076.15	\$9,685.35
660-D2	9	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Four Cents	\$4,039.54	\$36,355.86
663-C	200	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	\$6.24	\$1,248.00
665-E	1500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	\$1.44	\$2,160.00
665-G	40	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	\$10.35	\$414.00
665-J	1000	LF	SILT FENCE	Four Dollars and Three Cents	\$4.03	\$4,030.00
665-O	1000	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	\$1.15	\$1,150.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-Q	250	LF	WATTLES	Seven Dollars and Forty Eight Cents	\$7.48	\$1,870.00
665-P	15	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	\$517.50	\$7,762.50
674-A	150	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Cents	\$7.80	\$1,170.00
690-A	2	EA	PROJECT SIGN	One Thousand Four Hundred Ninety Four Dollars and Sixty Nine Cents	\$1,494.69	\$2,989.38
701-A1	0.77	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$5,135.90
701-A2	0.76	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$5,069.20
701-B	461	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	\$1.73	\$797.53
701-G2	1527	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	\$1.15	\$1,756.05
703-A	45	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	\$7.48	\$336.60
705-A1	156	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	\$6.33	\$987.48
705-A2	20	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	\$6.33	\$126.60

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A3	25	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	\$6.33	\$158.25
705-A4	175	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	\$6.33	\$1,107.75
740-B	750	SF	CONSTRUCTION SIGNS	Ten Dollars and Fifty Eight Cents	\$10.58	\$7,935.00
740-C	90	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	\$13.23	\$1,190.70
740-D	125	EA	CHANNELIZING DRUMS	One Hundred Sixteen Dollars and Forty Five Cents	\$116.45	\$14,556.25
740-E	50	EA	CONES (36 INCHES HIGH)	Forty Six Dollars and Seventy Nine Cents	\$46.79	\$2,339.50
740-F	7	EA	BARRICADES, TYPE III	Six Hundred Thirty Dollars and Three Cents	\$630.03	\$4,410.21
740-I	2	EA	WARNING LIGHTS, TYPE B	Three Hundred Fifteen Dollars and Thirty Nine Cents	\$315.39	\$630.78
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	\$0.01	\$0.50
742-A	3	EA	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	Six Thousand Eight Hundred Seventy Seven Dollars and Thirty Four Cents	\$6,877.34	\$20,632.02
745-A	80	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	\$51.75	\$4,140.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
749-A	1	EA	RRFB PEDESTRIAN CROSSWALK SYSTEM	Forty Three Thousand Seven Hundred Forty Dollars and Twenty Five Cents	\$43,740.25	\$43,740.25
750-A	12	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	\$5,584.00	\$67,008.00
750-C	12	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	\$6,293.32	\$75,519.84
750-E1	40	LF	METALLIC CONDUIT, 1 1/4 INCH	Sixty Five Dollars and Thirty Five Cents	\$65.35	\$2,614.00
750-E2	2036	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Fifty Three Dollars and Thirty Three Cents	\$53.33	\$108,579.88
750-F1	1063	LF	CONDUCTOR WIRE, 1/0	Nine Dollars and Ninety Four Cents	\$9.94	\$10,566.22
750-F2	575	LF	CONDUCTOR WIRE, #4	Five Dollars and Ninety Eight Cents	\$5.98	\$3,438.50
750-F3	488	LF	CONDUCTOR WIRE, #6	Four Dollars and Forty Six Cents	\$4.46	\$2,176.48
750-I	1	EA	LIGHTING CONTROL CENTER, TYPE WP	Thirty One Thousand Four Hundred Forty Six Dollars and Thirty Six Cents	\$31,446.36	\$31,446.36

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR BASE BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
999-X	50	SY	RESIDENTIAL ASPHALT DRIVEWAY	One Hundred Nineteen Dollars and Eighty Three Cents	\$119.83	\$5,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Twenty Thousand Dollars and No Cents	\$20,000.00	\$20,000.00
TOTAL BASE BID				One Million Seven Hundred Sixty Seven Thousand Sixty One Dollars and Ninety Six Cents		\$1,767,061.96

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Three Thousand Two Hundred Eleven Dollars and Seventy One Cents	\$3,211.71	\$3,211.71
408-A	2034	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Ten Dollars and Thirty Four Cents	\$10.34	\$21,031.56
429-A	168	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Seventy Eight Dollars and Sixty Six Cents	\$178.66	\$30,014.88
600-A	1	LS	MOBILIZATION	Thirteen Thousand Five Hundred Forty Eight Dollars and Seventy Six Cents	\$13,548.76	\$13,548.76
618-A1	119	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	\$74.75	\$8,895.25
665-Q	50	LF	WATTLES	Seven Dollars and Forty Eight Cents	\$7.48	\$374.00
701-A1	0.21	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$1,400.70
701-A2	0.28	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$1,867.60
701-B	85	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	\$1.73	\$147.05
701-G1	109	LF	BROKEN WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Fifteen Cents	\$1.15	\$125.35
701-G2	595	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	\$1.15	\$684.25

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 1

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
703-B	30	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	\$7.48	\$224.40
705-A1	130	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-A	Six Dollars and Thirty Three Cents	\$6.33	\$822.90
705-A4	61	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	Six Dollars and Thirty Three Cents	\$6.33	\$386.13
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Two Thousand Dollars and No Cents	\$2,000.00	\$2,000.00

TOTAL ADDITIVE BID 1	Eighty Four Thousand Seven Hundred Thirty Four Dollars and Fifty Four Cents	\$84,734.54
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ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	\$16,058.52	\$16,058.52
206-C2	328	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Eighteen Dollars and Forty Seven Cents	\$18.47	\$6,058.16
206-D2	84	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	\$26.12	\$2,194.08
206-E2	1	EA	REMOVING INLET (PARTIAL)	Two Hundred Sixty One Dollars and Twenty One Cents	\$261.21	\$261.21
210-A	392	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Sixty Cents	\$45.60	\$17,875.20
210-D	316	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Forty Seven Dollars and Four Cents	\$47.04	\$14,864.64
214-A	105	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	\$131.65	\$13,823.25
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	\$0.01	\$0.05
301-A1	474	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Six Dollars and Twenty Four Cents	\$56.24	\$26,657.76
301-A2	474	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Five Cents	\$36.35	\$17,229.90
401-A	187	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	\$2.89	\$540.43

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
408-A	923	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eleven Dollars and Forty Cents	\$11.40	\$10,522.20
429-A	91	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	Two Hundred Fifteen Dollars and No Cents	\$215.00	\$19,565.00
429-B	31	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	\$390.56	\$12,107.36
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	\$83.48	\$2,087.00
530-A	16	LF	15" ROADWAY PIPE (CLASS 3 R.C.)	One Hundred Thirty Nine Dollars and Twenty Eight Cents	\$139.28	\$2,228.48
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	\$11.50	\$2,875.00
600-A	1	LS	MOBILIZATION	Thirty Six Thousand Eight Hundred Twenty Five Dollars and Ninety Six Cents	\$36,825.96	\$36,825.96
618-A1	368	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	\$74.75	\$27,508.00
618-A2	48	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$4,140.00
618-B1	26	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$2,242.50
618-B2	103	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$8,883.75

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
618-D	2	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	\$1,667.50	\$3,335.00
618-E	2	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	\$575.00	\$1,150.00
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	\$3,852.27	\$3,852.27
621-C2	1	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Thirteen Cents	\$6,448.13	\$6,448.13
623-A	267	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	\$43.70	\$11,667.90
623-C1	605	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	\$26.82	\$16,226.10
650-A	50	CY	TOPSOIL	One Hundred Forty Three Dollars and Twenty Four Cents	\$143.24	\$7,162.00
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	\$373.76	\$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	\$5.23	\$5,230.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	\$1.44	\$720.00
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	\$10.35	\$207.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	\$4.03	\$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	\$1.15	\$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	\$7.48	\$748.00
665-P	2	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	\$517.50	\$1,035.00
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Nine Dollars and Thirty Six Cents	\$9.36	\$234.00
701-A1	0.17	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$1,133.90
701-A2	0.17	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$1,133.90
701-G2	51	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	\$1.15	\$58.65
705-A3	11	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	\$6.33	\$69.63
740-B	232	SF	CONSTRUCTION SIGNS	Ten Dollars and Thirty Five Cents	\$10.35	\$2,401.20
740-C	10	SF	SPECIAL CONSTRUCTION SIGNS	Thirteen Dollars and Twenty Three Cents	\$13.23	\$132.30

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 2

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-D	125	EA	CHANNELIZING DRUMS	Seven Dollars and Fifty One Cents	\$7.51	\$938.75
740-E	50	EA	CONES (36 INCHES HIGH)	Eight Dollars and Thirty Five Cents	\$8.35	\$417.50
740-F	7	EA	BARRICADES, TYPE III	One Hundred Seventeen Dollars and Forty Cents	\$117.40	\$821.80
740-I	2	EA	WARNING LIGHTS, TYPE B	Two Hundred Five Dollars and Eighteen Cents	\$205.18	\$410.36
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	\$0.01	\$0.50
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	\$51.75	\$1,293.75
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Three Thousand Dollars and No Cents	\$3,000.00	\$3,000.00

TOTAL ADDITIVE BID 2	Three Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and Fifty Three Cents	\$315,764.53
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ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	CLEARING AND GRUBBING	Sixteen Thousand Fifty Eight Dollars and Fifty Two Cents	\$16,058.52	\$16,058.52
206-C1	254	SY	REMOVING CONCRETE SIDEWALK	Thirteen Dollars and Six Cents	\$13.06	\$3,317.24
206-C2	1285	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Thirteen Dollars and Six Cents	\$13.06	\$16,782.10
206-D1	10	LF	REMOVING PIPE (ALL SIZES)	Sixty Seven Dollars and Five Cents	\$67.05	\$670.50
206-D2	500	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Ten Dollars and Forty Five Cents	\$10.45	\$5,225.00
206-D3	29	LF	REMOVING GUTTER (INCLUDING SAW CUTTING)	Twenty Six Dollars and Twelve Cents	\$26.12	\$757.48
206-D4	121	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING & ISLANDS)	Twenty Six Dollars and Twelve Cents	\$26.12	\$3,160.52
206-E1	2	EA	REMOVING INLET	Four Hundred Thirty Five Dollars and Thirty Six Cents	\$435.36	\$870.72
210-A	189	CY TBM	UNCLASSIFIED EXCAVATION	Forty Five Dollars and Fifty Nine Cents	\$45.59	\$8,616.51
210-D	272	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Thirty Five Dollars and Sixty Cents	\$35.60	\$9,683.20
214-A	75	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	One Hundred Thirty One Dollars and Sixty Five Cents	\$131.65	\$9,873.75

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
230-A	5	ROADBED STA	ROADBED PROCESSING	No Dollars and One Cent	\$0.01	\$0.05
301-A1	439	SY	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED (6" COMPACTED THICKNESS)	Fifty Five Dollars and Ninety Seven Cents	\$55.97	\$24,570.83
301-A2	439	SY	GRANULAR SOIL BASE COURSE, TYPE A ROAD MIXED (6" COMPACTED THICKNESS)	Thirty Six Dollars and Thirty Seven Cents	\$36.37	\$15,966.43
401-A	175	SY	BITUMINOUS TREATMENT A	Two Dollars and Eighty Nine Cents	\$2.89	\$505.75
408-A	1304	SY	PLANING EXISTING PAVEMENT (APPROXIMATELY 0.00" THRU 2.10" THICK)	Eight Dollars and Seven Cents	\$8.07	\$10,523.28
429-A	124	TON	IMPROVED BITUMINOUS CONCRETE WEARING SURFACE LAYER, ½" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 165 LBS./S.Y.)	One Hundred Ninety One Dollars and Ninety Six Cents	\$191.96	\$23,803.04
429-B	29	TON	IMPROVED BITUMINOUS CONCRETE UPPER BINDER LAYER, PATCHING 1" MAX. AGGREGATE SIZE MIX, ESAL RANGE A/B (APPROX 333 LBS./S.Y.)	Three Hundred Ninety Dollars and Fifty Six Cents	\$390.56	\$11,326.24
430-B	25	TON	AGGREGATE SURFACING	Eighty Three Dollars and Forty Eight Cents	\$83.48	\$2,087.00
502-A	2800	LBS	STEEL REINFORCEMENT	Two Dollars and Seventy Six Cents	\$2.76	\$7,728.00
530-F	250	LF	VIDEO INSPECTION OF EXISTING ROADWAY PIPE	Eleven Dollars and Fifty Cents	\$11.50	\$2,875.00
533-A1	4	LF	15" STORM SEWER PIPE (CLASS 3 R.C.)	Four Hundred Fifty Six Dollars and Forty Eight Cents	\$456.48	\$1,825.92

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
600-A	1	LS	MOBILIZATION	Forty Seven Thousand Four Hundred Eleven Dollars and Thirty Seven Cents	\$47,411.37	\$47,411.37
618-A1	688	SY	CONCRETE SIDEWALK, 4" THICK	Seventy Four Dollars and Seventy Five Cents	\$74.75	\$51,428.00
618-A2	83	SY	CONCRETE SIDEWALK, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$7,158.75
618-B1	74	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$6,382.50
618-B2	52	SY	CONCRETE DRIVEWAY APRON (INCLUDES WIRE MESH)	Eighty Six Dollars and Twenty Five Cents	\$86.25	\$4,485.00
618-D	3	EA	HANDICAP RAMPS	One Thousand Six Hundred Sixty Seven Dollars and Fifty Cents	\$1,667.50	\$5,002.50
618-E	3	EA	TRUNCATED DOME INSERT FOR NEW RAMPS	Five Hundred Seventy Five Dollars and No Cents	\$575.00	\$1,725.00
620-A1	14	CY	MINOR STRUCTURE CONCRETE	Two Thousand Eight Hundred Seventy Five Dollars and No Cents	\$2,875.00	\$40,250.00
620-A2	11	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #20109 TERRACOTTA)	Nine Hundred Fourteen Dollars and Twenty Five Cents	\$914.25	\$10,056.75
620-A3	33	CY	STAMPED CONCRETE (8" THICK) (3000 PSI) (COLOR #16515 GREY)	Nine Hundred Fourteen Dollars and Twenty Five Cents	\$914.25	\$30,170.25
621-A4	1	EA	JUNCTION BOXES, TYPE 1 (PARTIAL)	Three Thousand Eight Hundred Fifty Two Dollars and Twenty Seven Cents	\$3,852.27	\$3,852.27

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
621-C2	2	EA	INLETS, TYPE S3 (1-WING)	Six Thousand Four Hundred Forty Eight Dollars and Fourteen Cents	\$6,448.14	\$12,896.28
623-A	153	LF	CONCRETE GUTTER	Forty Three Dollars and Seventy Cents	\$43.70	\$6,686.10
623-C1	640	LF	COMBINATION CURB & GUTTER, TYPE C (MODIFIED)	Twenty Six Dollars and Eighty Two Cents	\$26.82	\$17,164.80
649-A	70	LF	2" HDPE CONDUIT PIPE, TYPE 3 INSTALLATION	Thirty Two Dollars and Twenty Six Cents	\$32.26	\$2,258.20
650-A	50	CY	TOPSOIL	Ninety Seven Dollars and Forty Nine Cents	\$97.49	\$4,874.50
652-C	0.25	ACRE	MOWING	Three Hundred Seventy Three Dollars and Seventy Six Cents	\$373.76	\$93.44
654-A	1000	SY	SOLID SOD (REPLACE IN KIND)	Five Dollars and Twenty Three Cents	\$5.23	\$5,230.00
660-D1	6	EA	TREE (DAHOON HOLLY) (30 GALLON CONTAINER)	One Thousand Seventy Six Dollars and Fifteen Cents	\$1,076.15	\$6,456.90
660-D2	3	EA	TREE GRATE (NEENAH #8742)	Four Thousand Thirty Nine Dollars and Fifty Three Cents	\$4,039.53	\$12,118.59
663-C	100	LF	TREE PROTECTION FENCING	Six Dollars and Twenty Four Cents	\$6.24	\$624.00
665-E	500	SY	POLYETHYLENE	One Dollar and Forty Four Cents	\$1.44	\$720.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
665-G	20	EA	SAND BAGS	Ten Dollars and Thirty Five Cents	\$10.35	\$207.00
665-J	250	LF	SILT FENCE	Four Dollars and Three Cents	\$4.03	\$1,007.50
665-O	250	LF	SILT FENCE REMOVAL	One Dollar and Fifteen Cents	\$1.15	\$287.50
665-Q	100	LF	WATTLES	Seven Dollars and Forty Eight Cents	\$7.48	\$748.00
665-P	3	EA	INLET PROTECTION	Five Hundred Seventeen Dollars and Fifty Cents	\$517.50	\$1,552.50
674-A	25	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Eighty Two Cents	\$7.82	\$195.50
701-A1	0.2	MILE	SOLID WHITE, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$1,334.00
701-A2	0.13	MILE	SOLID YELLOW, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	Six Thousand Six Hundred Seventy Dollars and No Cents	\$6,670.00	\$867.10
701-B	367	LF	DOTTED, CLASS 2, TYPE AW TRAFFIC STRIPE (5" WIDE)	One Dollar and Seventy Three Cents	\$1.73	\$634.91
701-G2	365	LF	BROKEN YELLOW, CLASS 2, TYPE AW TRAFFIC (5" WIDE)	One Dollar and Fifteen Cents	\$1.15	\$419.75
703-B	100	SF	TRAFFIC CONTROL LEGENDS, CLASS 2, TYPE AW	Seven Dollars and Forty Eight Cents	\$7.48	\$748.00

ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

ITEMS FOR ADDITIVE BID 3

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
705-A2	4	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 1-B	Six Dollars and Thirty Three Cents	\$6.33	\$25.32
705-A3	9	EA	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	Six Dollars and Thirty Three Cents	\$6.33	\$56.97
730-C	1	LS	FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE/SPRINGHILL AVE)	Two Hundred Fifty Seven Thousand Two Hundred Three Dollars and Twenty Five Cents	\$257,203.25	\$257,203.25
745-A	25	HR	UNIFORMED POLICE OFFICER	Fifty One Dollars and Seventy Five Cents	\$51.75	\$1,293.75
750-A	2	EA	LIGHTING ASSEMBLY (SUPPLIED BY OWNER)	Five Thousand Five Hundred Eighty Four Dollars and No Cents	\$5,584.00	\$11,168.00
750-C	2	EA	POLE FOUNDATION	Six Thousand Two Hundred Ninety Three Dollars and Thirty Two Cents	\$6,293.32	\$12,586.64
750-E2	510	LF	2" SCHEDULE 40 PVC CONDUIT (DOUBLE LINE) (SAME TRENCH)	Twenty Four Dollars and Twenty One Cents	\$24.21	\$12,347.10
750-F1	255	LF	CONDUCTOR WIRE, 1/0	Ten Dollars and Eighty Nine Cents	\$10.89	\$2,776.95
750-F2	890	LF	CONDUCTOR WIRE, #4	Twelve Dollars and Thirty Five Cents	\$12.35	\$10,991.50
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Five Thousand Dollars and No Cents	\$5,000.00	\$5,000.00

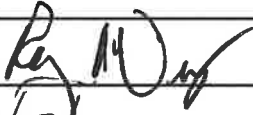
TOTAL ADDITIVE BID 3	Seven Hundred Seventy Four Thousand Seven Hundred Twenty Three Dollars and Fifty Two Cents	\$774,723.52
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ADDENDUM #1
Project No. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVENUE RECONSTRUCTION

BID SUMMARY

BASE BID TOTAL	\$1,767,061.96
ADDITIVE BID 1 TOTAL	\$84,734.54
ADDITIVE BID 2 TOTAL	\$315,764.53
ADDITIVE BID 3 TOTAL	\$774,723.52
BASE BID TOTAL + ADDITIVE BID 1 TOTAL + ADDITIVE BID 2 TOTAL + ADDITIVE BID 3 TOTAL	\$2,942,284.55

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL
LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR
CONSTRUCTION OF THE REQUIRED WORK

COMPANY	John G. Wallen Construction Co., Inc.
SIGNATURE	
DATE	8/17/2022

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That JOHN G. WALTON CONSTRUCTION COMPANY, INC.

(Name of Contractor)

1806 WOLF RIDGE ROAD, P.O. BOX 81222, MOBILE, AL 36689

(Address)

as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Name of Surety)

1299 ZURICH WAY, SCHAUMBURG, IL 60196

(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No. 2019-3005-19**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered AUGUST 17, 2022 (Date)

JOHN G. WALTON CONSTRUCTION
COMPANY, INC.

(Contracting Firm)

Witness as to Principal By:

Shawn Steptis

(SEAL)

FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

(Name of Surety)

COUNTERSIGNED:

Leslie A. Paulsen

LESLIE A. PAULSEN, ATTORNEY-IN-FACT

Alabama Resident Agent

By N/A



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



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to read 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof. do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies.
this 17th day of August, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____
20 22.

Individual Principals sign here

In the presence of:

_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)
_____(SEAL)
_____(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY: John G. Walton
(Signature)

JOHN G. WALTON, PRESIDENT
(Print)

ATTEST:

Shaun Stapleton
(Signature)

Shaun Stapleton (Print)
ITS: Project Manager

ITS: _____
(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY: Leslie A. Paulsen
(Signature)

Leslie A. Paulsen
(Print)

ITS: Attorney-In-Fact
(Title)

ATTEST:

Krystle Sharp
(Signature)

Krystle Sharp (Print)
ITS: Bond Account Executive

Corporate Seal



ITEM VI
PERFORMANCE BOND

KNOW ALL MEN: That we John G. Walton Construction Company, Inc.

(Name of Contractor)

a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Fidelity and Deposit Company of Maryland - 1299 Zurich Way, Schaumburg, IL 60196

(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of One Million Seven Hundred Sixty Seven Thousand Sixty One And 96/100 ----- dollars (\$ 1,767,061.96), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 2022, entered into a Contract with the Owner for **2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION, City of Mobile Project No: 2019-3005-19**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____
2022.

Individual Principals sign here

In the presence of:

_(SEAL)

(Print)

_(SEAL)

(Print)

(SEAL)

(Print)

John G. Walton Construction Company, Inc.
(Corporate Name)

BY:

(Signature)

JOHN G. WALTON, PRESIDENT

(Print)

ATTEST:

(Signature)

(Print)

ITS:

(Title)

ITS:

(Title)

Fidelity and Deposit Company of Maryland
(Surety sign here) (Corporate name)

BY:

(Signature)

Leslie A. Paulsen

(Print)

ITS: Attorney-In-Fact

(Title)

ATTEST:

(Signature)

Krystle Sharp

(Print)

ITS: Bond Account Executive

(Title)



Corporate Seal



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to read 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY
COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Christopher B. WORTHAM, Leslie A PAULSEN, Derek WORTHAM and Shirley COLEMAN, all of Norcross, Georgia**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 14th day of April, A.D. 2020.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of April, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2022.



Brian M. Hodges

By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2022

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

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

PRODUCER BXS Insurance 3290 Dauphin Street Suite 600 Mobile AL 36606		CONTACT NAME: Kelli Smith PHONE (A/C, No, Ext): 251-340-1771 FAX (A/C, No): 251-470-1050 E-MAIL ADDRESS: Kelli.smith@bxsi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Zurich American Insurance Co	
		INSURER B: AlaComp	
		INSURER C: Berkley National Insurance Company	
		INSURER D: Midwest Employers Casualty Company	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2107919111

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO451086402	12/31/2021	12/31/2022	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 \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BAP440192402	12/31/2021	12/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			AUC023068106	12/31/2021	12/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B 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	N/A	WC10000178672022A PBAL155000	1/1/2022 1/1/2022	1/1/2023 1/1/2023	☒ 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
C	Rented/Leased Equipment			MIM103990551	12/31/2021	12/31/2022	Each Item 500,000 Catastrophe 1,500,000

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

Additional Insured / Waiver of Subrogation Status if indicated above only applies where required by written contract and is subject to the full policy terms and conditions.
 2018 Paygo North McGregor Ave Reconstruction
 Project No. 2019-3005-19
 Bid Date - August 17, 2022
 Additional insured status for City of Mobile is on a primary and non-contributory basis as respects to General Liability (including ongoing & completed operations) per attached form U-GL-117-5-F CW (04/13) and Auto Liability per attached form U-CA-825-B CW (02/14) but only as required by written contract. Waiver of subrogation applies in favor of City of Mobile as respects to General Liability per attached form U-GL-925-B CW (12/01) and Auto Liability per See Attached...

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
 205 Government St.
 Mobile AL 36602

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

AUTHORIZED REPRESENTATIVE

[Signature]

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY BXS Insurance		NAMED INSURED John G. Walton Construction Co., Inc P.O. Box 81222 Mobile AL 36689
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

attached form U-CA-424-F CW (04/14) but only as required by written contract. 30 day notice of cancellation applied in favor of City of Mobile as respects to General Liability per attached form U-GL-1521-B CW (01/19), Auto Liability per attached form U-CA-832-A CW (01/13) and Umbrella Liability per attached form U-UMB-698-A-CW but only as required by written contact. The Umbrella Liability is follow form.

**ZURICH**

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4401924-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Contractors Liability Supplemental Coverages And Conditions



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

NON-OWNED WATERCRAFT SCHEDULE

Watercraft Length: _____ feet

(If no amount is shown above, 51 feet applies.)

A. Non-owned Watercraft Liability Extended Coverage

Paragraph (2) of Exclusion 2.g. **Aircraft, Auto Or Watercraft** under Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

(2) A watercraft you do not own that is:

- (a) Less than the length shown in the Non-Owned Watercraft Schedule of this endorsement; and
- (b) Not being used to carry persons or property for a charge;

B. Damage To Premises Rented Or Occupied By You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

3. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

4. Paragraph a. of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
5. Paragraph (ii) under Paragraph 4.b.(1) of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions** is replaced by the following:
 - (ii) That is property insurance providing coverage for "specific perils" for premises rented to you or temporarily occupied by you with permission of the owner;
6. The following definitions are added to the **Definitions** Section:

"Specific perils" means fire, lightning, explosion, windstorm or hail, smoke, aircraft or vehicles, riot or civil commotion, vandalism, leakage from fire extinguishing equipment, weight of snow, ice or sleet or "water damage".

"Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

C. Additional Insured – Lessor Of Leased Equipment – Automatic Status When Required In Lease Agreement With You

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
3. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph C. shall not increase the applicable Limits of Insurance shown in the Declarations.

D. Additional Insured – Managers Or Lessors Of Premises

1. Section II – **Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) that you have agreed in a written contract or written agreement to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured manager or lessor of the premises leased to you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and

- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph D. shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – State Or Governmental Agency Or subdivision Or Political Subdivision – Permits Or Authorizations

- 1. Section II – **Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision that you have agreed in a written contract or written agreement or that you are required by statute, ordinance or regulation to name as an additional insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- b. This insurance does not apply to:
 - (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - (2) "Bodily injury" or "property damage included within the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- 2. With respect to the insurance afforded to these additional insureds, the following is added to Section III – **Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
 - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

The insurance provided by this Paragraph E. shall not increase the applicable Limits of Insurance shown in the Declarations.

F. Personal And Advertising Injury Coverage – Assumed Under Contract Or Agreement

- 1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for "personal and advertising injury" if:

- (a) The liability pertains to your business and is assumed in a contract or agreement that is an "insured contract"; and
- (b) The "personal and advertising injury" occurs subsequent to the execution of the contract or agreement.

Solely for the purposes of liability so assumed in such "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury", provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same contract or agreement; and
- (ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. For purposes of this "personal and advertising injury" coverage only:

Paragraph d. and the second to last paragraph under Paragraph 2. of **Supplementary Payments – Coverages A and B** are replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal and advertising injury" and will not reduce the limits of insurance.

G. Insured Contract Amendment

Paragraph f. and f.(1) through f.(3) of the "insured contract" definition under the **Definitions** Section is replaced by the following:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities;
- (4) That indemnifies a person or organization for "personal and advertising injury":
 - (a) Arising out of advertising, publishing, broadcasting or telecasting done for you or on your behalf; or
 - (b) To an "employee" of such person or organization that does advertising, publishing, broadcasting or telecasting for you or on your behalf; or
- (5) That indemnifies a labor leasing firm for "bodily injury" to "leased workers".

H. Medical Payments – Increased Reporting Period

Paragraph **a.** of Section **I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

I. Broad Bail Bond Coverage

Paragraph **1.b.** under **Supplementary Payments – Coverages A And B** is replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

J. Amendment – Duties In The Event of Occurrence, Offense, Claim or Suit

The following paragraphs are added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to your officer, manager, partner or an "employee" authorized by you to give or receive such notice. Knowledge by "employees" other than your officer, manager, partner or "employee" authorized by you to give or receive such notice of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to your workers compensation carrier and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

K. Unintentional Failure To Disclose Or Describe Hazards

Paragraph **6. Representations** of Section **IV – Commercial General Liability Conditions** is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us; and
- c.** We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- (1) Fail to disclose all hazards existing at the inception of this policy; or
- (2) Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

L. Bodily Injury Redefined

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish, mental injury, shock, fright or death resulting from bodily injury, sickness or disease.

M. Two Or More Of Our Coverage Parts/Policies

The following is added to Section III – **Limits of Insurance**:

1. Subject to Paragraph 2. or 3. above, whichever applies, if this Coverage Part and any other Commercial General Liability Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same "occurrence", only the highest available Each Occurrence Limit under any such Coverage Part or policy applies to such "occurrence".
2. Subject to Paragraph 2. above, if this Coverage Part and any other Coverage Part or policy providing Commercial General Liability insurance issued to you by us or any other Zurich underwriting company affiliated with us apply to the same offense, only the highest available Personal And Advertising Injury Limit under any such Coverage Part or policy applies to such offense.
3. Under this Coverage Part and all other Zurich underwriting company Coverage Parts or policies to which Paragraphs 1. and 2. above combined apply, the most we will pay for all injury or damage because of "bodily injury" or "property damage" "occurrences", "personal and advertising injury" offenses and medical expenses is:
 - a. The single highest Coverage Part or policy General Aggregate Limit; or
 - b. The single highest Coverage Part or policy Products-Completed Operations Aggregate Limit, whichever applies, whether such "occurrence", offenses or medical expenses are covered by one or more than one Zurich underwriting company policy.
4. Any existing provisions under Paragraph 4. **Other Insurance** under Section IV – **Commercial General Liability Conditions** that may be contrary to the provisions of this endorsement are amended to comply with the changes in coverage as stipulated in Paragraphs 1., 2., and 3. above.

This provision does not apply to any Coverage Part or policy issued by us or any other Zurich underwriting company affiliated with us specifically to apply as excess insurance over this Coverage Part.

N. Your Work Redefined

Paragraph a.(1) of the "your work" definition under the **Definitions** Section is replaced by the following:

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf, but does not include work or operations performed by another entity who joined with you to form a partnership or joint venture not shown as a Named Insured in the Declarations, which terminated or ended prior to the effective date of this policy; and

All other terms and conditions of this policy remain unchanged.



ZURICH

Fungi Or Bacteria Exclusion Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 4510864-02

Effective Date: 12/31/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability**:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

- A. "Bodily injury", "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:
 - 1. "Fungi" or "bacteria"; or
 - 2. Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria".
- B. Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or "bacteria", by any insured or by any other person or entity.
- C. For the purposes of this exclusion, the following definitions are added:
 - 1. "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, "spores", scents or by-products produced or released by fungi.
 - 2. "Spores" means reproductive bodies produced by or arising out of "fungi".
 - 3. "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria.

This exclusion applies to all diseases contracted by contact with "fungi" or "bacteria" in water, water vapor or water droplets, including but not limited to Legionnaire's Disease. This exclusion does not apply to any "bodily injury" or "property damage" caused by any "fungi" or "bacteria" that are, are on, or are contained in, any other edible good or edible product intended for human or animal consumption.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: JOHN G. WALTON CONSTRUCTION COMPANY, INC.

Address (including ZIP Code):

1806 WOLF RIDGE RD

MOBILE, AL 36618-1400

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – **Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
 - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions:**

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – **Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 4510864-02	12/31/2021	12/31/2022		38404000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
AUC 0230681-06	12/31/2021	12/31/2022	09/22/2022	38404000	-----	-----

Named Insured and Mailing Address:

JOHN G. WALTON CONSTRUCTION
P.O. BOX 81222
MOBILE, AL 36689

Producer:

BXS INSURANCE, INC
PO BOX 14207
JACKSON, MS 39236-4207

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The following is added to **SECTION VI. CONDITIONS:**

Notification to Others of Cancellation

- a. If we cancel this policy by written notice to the first **named insured** for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 - (1) To the name and address corresponding to each person or organization shown in the **SCHEDULE** below; and
 - (2) At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first **named insured**, or the longer number of days notice if indicated in the **SCHEDULE** below.
- b. If we cancel this policy by written notice to the first **named insured** for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the **SCHEDULE** below at least 10 days prior to the effective date of such cancellation.
- c. If notice as described in Paragraphs **a.** or **b.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:

City of Mobile 205 Government St. Mobile, AL 36602

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ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

ITEM VII
INSURANCE

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

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

- B. **Insurance:** CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. **Workers' Compensation/Employer's Liability:**

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

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

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

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

2. **Comprehensive General Liability Insurance:**

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability

specifically covering the obligations assumed by Contractor.

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

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

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

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

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

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to

bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).
15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.
16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.
17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.
18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.
21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.
22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, Millennium Edition and at no cost to the Owner.
24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.

26. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.
30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**
31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, located in the Supplemental Specifications. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.
35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.
38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.
41. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curb, etc., as determined by the Engineer shall be repaired at the Contractor's expense.
42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.
43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.
45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. The Contractor shall be required to have an 8 – 10 Ton Steel Wheel Roller that has all the mechanical parts working properly. In addition, a backup 8 – 10 Ton Steel Wheel roller in case of breakdown so as not to interrupt the continuous placing of asphalt. The tack truck shall, at all times during working hours, have the tack heated to a temperature suitable for placing. The spreader will be required to have all mechanical parts working properly. Mechanical parts are defined as hydraulics, tamper bars, burners, etc. A backup spreader shall be readily available so as not to interrupt the continuous placing of asphalt in case of breakdown.
49. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
50. Workmen shall wear reflectorized jackets.
51. The Contractor shall not commence with milling, tacking, resurfacing, or striping until all vehicles are removed from the street.

52. At intersections, driveways and turn outs, the City Project Inspectors shall determine the limits to mill and resurface. The Contractor shall ensure that the asphalt surface meets the elevation at the gutter so as to facilitate drainage, ramp construction and ADA compliance.
53. Tack coat shall be emulsified asphalt grade CRS-2, CRS-2h, CSS-1, CSS-1h, CQS-1h, or CQS-1hp, or one of the Performance Graded Asphalt Binders shown in Article 804.07 in accordance with requirements of Section 405 of the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.
54. Contractor shall use a mechanical broom with blower in operating condition for cleaning streets prior to tacking and resurfacing operations.
55. On some streets, a “ski pole” will be required to insure the correct grade on the street. This will be done at the discretion of the Project Inspector.
56. All temporary stop work joints shall be made using paper. At the beginning of the next work day the contractor shall make every effort to make a joint that will conform to the existing road surface.
57. Prior to resurfacing the water and sewer manholes and valve covers will be raised by the MAWSS. The contractor will make every reasonable effort to make sure the manholes and water valves are exposed after resurfacing is completed.
58. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
59. All resurfaced streets shall require blue fire hydrant raised markers to be installed to help identify fire hydrant locations. Blue pavement markers are installed in the middle of the travel lane adjacent to a fire hydrant location. In cases where the fire hydrant is located at the corner of an intersecting street, a blue pavement marker is installed on both streets.
60. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.
61. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.
62. Tack coat shall be applied prior to placement of asphalt per ALDOT Section 405. There will be no direct payment for this work. It shall be absorbed in other items of work. Only trackless tack shall be allowed on this project.

63. Gutter cleaning will be a subsidiary obligation of 429-A Improved Bituminous Concrete Wearing surface.
64. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.
65. All major tree removal should be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.
66. Basis of Payment:
 - A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.
 - B. Foundation Backfill, Commercial: The unit price bid for this item (214-B) shall be compensation in full for one (1) cubic yard of #57 Stone used for the foundation below the concrete base foundations or the stamped concrete. The method measurement shall be based on weight ticket only, without addition factors.
 - C. Concrete Sidewalk: This item (618-A1, 618-A2) shall include any new sidewalk and existing sidewalk repairs. The concrete should be Type 2 – mix “A” and have a minimum 28 day strength of 3000 psi.
 - D. Minor Structure Concrete: These items (620-A1, 620-A2, 620-A3) shall pay for the concrete to be used for the header curbs and stamped concrete. The concrete shall be paid for by cubic yard and have a minimum 28 day strength of 3000 psi.

ITEM IX
ARTICLES OF AGREEMENT

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

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and _____, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION
Project No: 2019-3005-19
Project Description: CURBING, DRAINAGE INLETS, SIDEWALKS, UTILITIES
Major work items include: Sidewalk, Curb & Gutter

City of Mobile Project Number 2019-3005-19, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **\$1,767,061.96**), in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any CONTRACTOR or firm of CONTRACTOR's, or any corporation, or their authorizing agents undertaking a contract under this Agreement.

CITY ENGINEER:

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

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCRORY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the

proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The

COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.

- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this contract is 2018 PAYGO and CIP. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

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

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

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

GOVERNING LAW AND VENUE:

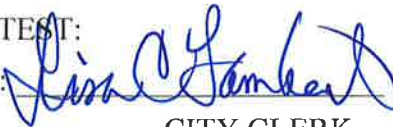
(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

ATTEST:

BY:


CITY CLERK
Lisa C. Lambert (Print)

CITY OF MOBILE

BY:


ITS MAYOR
William S. Stimpson (Print)

WITNESSES:

_____ (Print)

CONTRACTOR:

AN INDIVIDUAL

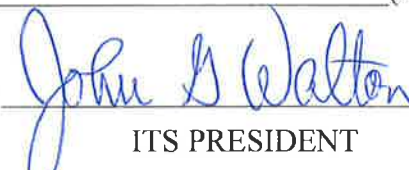
_____ (Print)

John G. Walton Construction Co., Inc.

CONTRACTOR: (IF CORPORATION)

_____ (Print)

BY:


ITS PRESIDENT
JOHN G. WALTON, PRESIDENT (Print)

ATTEST:



ITS SECRETARY

Blake Lamont (Print)

9/19/2022

DATE

Corporate Seal

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

- a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
- b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a)*; PARAGRAPH 1 *LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:

The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 PARTIAL PAYMENT SHALL BE REPLACED WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

4. SECTION 210, PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.E.3

Basis of Payment

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

Where installation of multiple Truncated Domes requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for

hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. ITEM 690-A PROJECT SIGN:

690.A.01

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, project sign(s) for the duration of the project. The sign criteria can be found in Attachment E.

690.A.02

Basis of Payment

Payment will be based on the respective unit bid price for project signs, complete-in-place, which shall be payment in full for furnishing the individual signs, preparation, placing, and maintenance of the signs and for all labor, equipment, tools and incidentals necessary to complete this item.

10. FURNISHING AND INSTALLING TRAFFIC CONTROL UNIT (MCGREGOR AVE / SPRINGHILL AVE) (Pay Item 730-C): See the following sheets.

CITY OF MOBILE
SPECIFICATIONS FOR TRAFFIC SIGNAL EQUIPMENT
June 2017

Table of Contents

- I. General**
- II. Cabinet Assembly with Controller**
- III. Cabinet Assembly without Controller**
- IV. Controller Unit**
 - (a) Advanced Traffic Controller for NEMA-Style Cabinet**
 - (b) Standard NEMA TS-2 Controller**

I. General.

The following are the requirements for traffic signal equipment. These requirements may be supplemented or amended by the requirements given on the details in the ALDOT Special and Standard Highway Drawings.

Requirements specified in these specifications shall comply with the latest editions of the NEC and the NESC. All equipment shall conform to the requirements in the NEMA Standards Publication No. TS 2-2016, "Traffic Control Systems" or latest revisions and shall conform to the requirements specified within these specifications. All equipment shall meet the latest NEMA Environmental and Operating Standards. In case of conflict with cited Standard Publications and these specifications, the requirements of these specifications shall govern.

For purposes of these specifications wherever the following terms or abbreviations are used, the meaning shall be interpreted as follows:

A	Amps
AC	Alternating Current
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWG	American Wire Gage
DC	Direct Current
Hz	Hertz
IMSA	International Municipal Signal Association
ITE	Institute of Transportation Engineers
LED	Light Emitting Diode
MUTCD	Manual on Uniform Traffic Control Devices

NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
UL	Underwriters Laboratories
V	Volts
VA	Volt Amps
W	Watts

Descriptions and definitions of the equipment, words, and terminology used in these specifications are given in the MUTCD, the NEMA TS 2-2016 Standards Publication, ITE publications, and the NEC.

II. Cabinet Assembly with Controller.

A cabinet assembly with controller shall consist of a controller unit, malfunction management unit, auxiliary devices, electrical devices and other equipment as specified in these specifications, plans, or proposal mounted and wired into a cabinet to make a complete operational traffic cabinet assembly.

(a) CABINET DESIGN.

The cabinet shall be an approved weatherproof enclosure. It shall be designed for base mount or pole mount as shown on the plans. The cabinet shall be clean-cut in design and appearance.

1. MATERIAL.

The cabinet shall be fabricated from shaped sheet aluminum. Unless otherwise indicated at time of purchase, the cabinet shall be aluminum finish. When painting of the cabinet is specified, the cabinet shall be processed utilizing a powder coat procedure.

2. CABINET DIMENSIONS.

The cabinet shall be large enough to provide ample space to house the controller unit, malfunction management unit, auxiliary devices, electrical devices, and other equipment as specified in these specifications, plans or proposal. The cabinet shall accommodate a controller whose dimensions are defined by the NEMA Standard.

The minimum size of pole mounted controller cabinet shall be 60 inches in height, 36 inches in width, and 17 inches in depth.

The minimum size of base mounted controller cabinet shall be 54 inches in height, 38 inches in width, and 16 inches in depth.

3. DOORS.

When closed, the doors shall fit closely to gasketing, making the cabinet weather-resistant and dust-tight. Door hinges, bolts, and pins shall be of stainless steel or equivalent corrosion resistant material.

Main Cabinet Door: A hinged main cabinet door shall be provided permitting complete access to the interior of the cabinet. When opened, this door shall be provided with a device designed to hold the door in an opened position.

Secondary Access Door: An access door which allows access to the back side of the terminal facility shall be provided unless a pole mounted cabinet is required.

Auxiliary Cabinet Door: A small, hinged, auxiliary door (police compartment door) shall be provided on the outside of the main cabinet door. The auxiliary door shall permit access to a switch panel, but shall not allow entrance to the controller mechanism nor to exposed electrical terminals.

4. GASKETING.

Gasketing shall be provided on all door openings and shall be dust tight. Gaskets shall be permanently bonded to the metal. The mating surface of the gasketing shall be covered with a silicone lubricant to prevent sticking to the mating.

5. LOCKS AND KEYS.

The main cabinet door and secondary access door shall each be equipped with a sturdy brass or stainless steel lock. The locks shall be a traffic industry conventional lock and operate with a No. 2 key. The locks shall be permanently lubricated and shall be covered with a weatherproof tab.

The small auxiliary door (police compartment door) shall be equipped with a lock and shall use a standard skeleton key.

Two keys shall be furnished for each type of lock.

6. SHELVES.

The cabinet shall be supplied with two mounting shelves. One shelf shall be used for storage of the controller and its associated hardware and the other shelf for storage of detectors.

A pull out drawer with lid shall be installed and centered under the bottom shelf. The drawer shall be made of aluminum and come out on full extension drawer slides with ball bearings. The lid on the pull out drawer shall have a non-slip surface, provide an approximate 16 inch x 14 inch working area and have the ability to bear a constant 25 pound burden. The drawer shall include a rear hinge with sufficient storage to hold at least two copies of the cabinet drawings and other related cabinet documentation.

7. CABINET LIGHTING.

Cabinets shall be provided with a minimum of two (2) white light LED modules. One (1) lighting module shall be installed along the front top section of the cabinet and the second lighting module shall be installed underneath the bottom cabinet shelf in such a location as to provide light to the load bay area of the cabinet. Both LED lighting modules shall be controlled by a NEMA rated, commercial quality, pushbutton door switch.

8. POLICE PANEL SWITCHES.

The police door switch panel shall contain only two switches, a power ON/OFF switch, and a flash ON/OFF switch.

The power ON/OFF switch shall be a signal head off switch and not an AC power off switch for the cabinet. This switch shall not interrupt the controller power nor interrupt the controller cycling.

The flash ON/OFF switch shall apply a flash mode to the flasher relay and shall neither interrupt the controller power nor interrupt the controller cycling.

There shall be no remote plug-in contained within the police panel area.

9. POLE MOUNT HARDWARE.

A cabinet intended for side-of-pole mounting shall be provided with an adapter (exclusive of lag bolts or banding) necessary to permit mounting to a 4.5 inch diameter or larger pole. The adapter shall accommodate lag bolts up to 3/8 inch diameter or banding up to 1 inch wide. Mounting holes shall be provided at or near the top and bottom of the cabinet.

10. GROUNDING.

Ground electrodes at cabinets shall be a copper clad rod 10 feet in length and 5/8 inch in diameter, driven to a depth of 8 feet and bonded by copper wire or strap of the same cross sectional area as No. 6 AWG wire.

11. CONVENIENCE RECEPTACLE.

A convenience outlet shall be provided as part of the terminals and facilities. The convenience receptacle shall be a duplex, three prong, NEMA Type 5 – 15R grounding type outlet and shall have independent ground fault circuit protection.

12. POWER STRIP RECEPTACLES.

A power strip, with a minimum of 6 receptacles shall be provided as part of the terminals and facilities. The power strip shall provide three prong, NEMA Type 5 – 15R grounding type outlets and shall be wired directly to the clean, filtered side of the cabinet power supply, and shall have a resettable circuit breaker.

13. CABINET VENTILATION.

Louvered vents shall be located on the main cabinet door. Vents shall allow the release of excessive heat and any explosive gases that might enter the cabinet.

A cabinet vent air filter, minimum size of 16 inches x 12 inches x 1 inch, shall be mounted on door and held in place by a spring.

Two thermostatically controlled power vents and fans shall be provided. The two independent thermostats shall activate the fan at 110 °F and de-activate the fan at 90 °F with an accuracy of ± 5 °F.

14. DATA LABEL.

A data label shall be placed on the inside of the cabinet door to provide the following information:

- Manufacturer's name – All equipment installed cabinet
- Date of Manufacture
- Wiring Schematics Number
- Controller Model Number
- Controller Serial Number
- Malfunction Management Unit Model Number
- Malfunction Management Unit Serial Number
- Communication Unit Model Number (If applicable)
- Communication Unit Serial Number (if applicable)

(b) AUXILIARY DEVICES.

1. GENERAL.

Auxiliary devices shall conform to the requirements of NEMA Standard Publication No. TS 2-2016, "Traffic Controller Assemblies".

2. SOLID STATE FLASHERS.

The flasher shall be jack mounted.

3. FLASH TRANSFER RELAY.

The flash transfer relay shall be a heavy-duty relay designed for continuous duty. It shall mount on an eight pin spade plug base.

4. SOLID STATE LOAD SWITCH.

The signal load switches and signal load base plate shall be furnished and wired in place for each phase provided.

Load switches shall be triple signal, NEMA input light indicating, rated for 10 A at 165 °F. The actual switching component shall have a minimum 500 V PIV rating.

5. DETECTOR TEST SWITCHES.

When specified, detector test switches shall be furnished to check all detector control circuits.

6. SOLID STATE SIGNAL BUSS RELAY.

A solid state input power relay shall provide 120 VAC power to the signal load switches.

(c) TERMINALS AND FACILITIES.

1. GENERAL.

The following define the performance and construction requirements of cabinet terminals and facilities that are considered to be of the attached or nonplug-in type. These additional specifications cover the physical requirements, electrical requirements, interface, cabling, supporting terminal facilities, and labeling.

2. OPENINGS.

The cabinet shall be provided with necessary openings for mounting and connection as specified.

3. ARRANGEMENT OF DEVICES.

The controller equipment and terminal blocks shall be so arranged within the cabinet that they will not upset the entrance, training, and connection of the incoming conductors.

4. TERMINAL AND PANEL WIRING.

No printed circuit boards will be allowed in the cabinet wiring facility. Every panel and terminal shall be hardwired.

Each cabinet assembly is to be furnished with panels in the cabinet mounted in such a way as to provide visibility and accessibility.

All other panel wiring shall be neat, firm, and hardwired.

5. TERMINAL PANEL.

As a minimum, the panel shall be provided with the following terminal blocks:

- Terminal block to provide connections for the circuit breaker(s) and power supply line.
- Terminal block unfused, for neutral side of power supply line.
- Terminal blocks as specified by the NEMA Standard.

The terminal blocks shall be located at least 6 inches from the bottom of the base mount cabinet and arranged for adequate electrical clearance between terminal blocks.

The main panel assembly shall include the following as per the NEMA Standard:

- 16 load switch operation (8 vehicle, 4 pedestrian and 4 overlap)
- 6 flash transfer relays
- Shall support flashing yellow arrow operation

6. POWER TERMINAL STRIP.

Terminal strip shall be supplied for incoming power.

7. INSERT TERMINALS.

All components, connectors, plug terminals, and insert terminals shall be clearly annotated.

8. TERMINAL STRIP SHIELDING.

If terminal points are located adjacent to a shelf so that possible shorting can be accomplished by shifting of components, the terminal strips shall be shielded.

9. TERMINAL POINTS AND TERMINAL STRIPS.

All terminal points and terminal strips shall be the double tie type and shall be clearly annotated.

There shall be no more than two connections made on any terminal point.

Connections shall be made by using ring tongue terminal connections stamped from one piece of pure copper.

The barrel will be formed with a brazed butted seam and shall be pre-insulated with an appropriate sleeve.

The terminal connections shall be required to be the correct size for the wire and terminal strip bolts.

All wiring shall be stranded conductor.

10. WIRING.

Wiring within the controller cabinet shall be neatly laced and identified.

All wires shall be cut to a proper length before assembly. No wire shall be doubled back to take up slack.

The outgoing traffic control signal circuits shall be of the same polarity as the line side of the power supply; the common return of the signal circuits shall be of the same polarity as the grounded side of the power supply.

All wiring color code shall be as per the NEMA Standard.

11. CABLES.

All cables shall be self-contained and have continuous jackets from terminal facility into connector.

The jacket shall be solid flexible sleeving or expandable self-fitting polyester sleeving. Spiral wrap type sleeving will not be accepted.

The position of cables between the components must be such that when the door is closed, it does not press against the cables or force the cables against various components inside the cabinet.

All cables shall be self-contained and shall not be split to feed more than one connector.

A minimum of four (4) SDLC cables (NEMA 3.3.1) for connection of specified devices and future devices shall be provided. The SDLC termination panel shall support an additional two (2) cables.

12. DETECTOR PANEL.

Provisions for pedestrian pushbutton detection shall be provided. The control circuit to the pushbutton shall be an isolated logic ground, and the return circuit to the controller input shall be isolated and protected logic ground. Termination points for detector calls in the cabinet shall be via a #10 screw.

A separate panel shall be furnished for detector wiring with all NEMA functions available and wired to the terminal strips.

The panel shall also include an earth ground buss with terminal points parallel and adjacent to the loop connection terminals for lightning protection.

A twelve-position double tie blank terminal strip shall be mounted on cabinet left wall for future use.

13. SWITCH PANELS.

An internal switch panel shall be mounted on the inside of the main door. All switch functions shall be permanently and clearly labeled.

14. GROUNDING.

All logic ground, AC neutral, and chassis ground within the equipment and cabinet shall be isolated, split with separate ground buses being required for AC neutral and earth ground.

All lightning protection shall be grounded to the chassis ground. Lightning protection shall be installed before the power service to the cabinet is turned on.

All neutral conductors shall be grounded at the controller and at each terminal point.

15. LINE FILTERS.

Line filters shall be furnished to protect the controller from line voltage surges. Line filters for two phase controllers shall be rated at 25 A and four phase controllers shall be rated at 30 A through eight phase shall be rated at 45 A.

16. RADIO INTERFERENCE SUPPRESSION.

Each cabinet shall be equipped with a radio interference suppressor installed. The suppressor shall be connected to filter interference completely from the controller and associated equipment.

17. MAINTENANCE PANEL SWITCHES.

These switches shall be mounted on the inside of the main door, on the back side of the auxiliary compartment (police compartment). All switch functions shall be permanently and clearly labeled. The switches shall be of a rocker type and

protected to prevent accidental switching. The following switches shall be provided: STOP-TIME, Auto/Flash (NEMA TS-2 section 5.5.1), Signal ON/OFF (heads only).

The STOP-TIME switch shall be connected to a three position switch that is labeled as followed: The top position shall be labeled as "STOP-TIME", which shall set the STOP-TIME bit to the controller, stopping the controller cycle, holding it in its current state; the middle position shall be labeled as "DISABLED", which disables the STOP-TIME bit in the monitor; the bottom position shall be labeled as "RUN", which enables the STOP-TIME bit in the monitor.

The Auto/Flash switch be installed and labeled in accordance with the specifications contained in NEMA TS-2, Section 5.5.1.

The Signal ON/OFF switch shall be a two position switch that kills the power to the signal heads, making the intersection dark. This switch shall not interrupt the controller power nor shall it interrupt the controller cycling.

18. MAIN CIRCUIT BREAKERS.

Circuit breakers shall be furnished. There shall be a main breaker rated at 40 A and a service breaker rated at 15 A.

The main circuit breaker shall turn off all power to the cabinet and shall not be used for the power switch, which is located in the service panel.

19. POWER SUPPLY.

The cabinet should include a NEMA cabinet power supply that provides power and other control circuitry for a TS-2 Detector Rack Assembly.

20. TIMER CONNECTIONS.

The electrical connections from the timer to the outgoing and incoming circuits shall be made in such a manner that the timer may be replaced with a similar unit, without the necessity of disconnecting and reconnecting the individual wires leading there from. This can be accomplished by means of a multiple plug and jack, a spring-connected mounting, or equivalent arrangement.

21. SIGNAL LOAD SWITCH ARRESTOR.

The load switch output(s) shall have a metal-oxide varistor, Type V150LA20A.

22. REPLACING LIGHTNING PROTECTION.

All lightning protection devices shall be replaceable without removing any panels.

23. EMA INDICATION WIRING.

All NEMA functions listed in the NEMA Standards Publication No. TS 2-2016 shall be provided. Outputs shall be brought out and wired to an individual tie point of a terminal strip before further routing.

24. PREEMPTION (PRIORITY CONTROL).

The controller unit shall provide the preemption option (ten plans).

(d) MALFUNCTION MANAGEMENT UNIT.

1. TYPE.

Malfunction Management Unit (MMU) shall monitor up to sixteen (16) channels of signal outputs and conform to the requirements of NEMA Standards Publication No. TS 1-1989 Section 6, "Conflict Monitor Specifications", or any subsequent publication, plus the following features:

2. ETHERNET CONNECTIVITY.

The MMU shall include an ethernet communication port for connectivity from a central location for diagnostic purposes.

3. PROGRAMMING.

The MMU program card shall contain a device that store the MMU programming so that if the card is installed in a like MMU, the MMU will be automatically programmed.

4. POWER SUPPLY MALFUNCTION.

The intersection shall go to flashing operation when the controller power supply malfunctions.

5. CONTROLLER POWER WITH TRIPPED MMU.

The MMU shall not interrupt controller power when tripped.

6. STOP TIMING WITH TRIPPED MMU.

The MMU shall apply stop timing on the controller when tripped.

7. INDICATION OF DRIVE FAILURE.

The MMU shall indicate which drive failure has occurred (Red Fail).

8. DISPLAY AND PRINTING.

The unit shall have a LCD display, it must also have a printer port, RS232, and be capable of printing all memory-stored failures, with the type failure and date.

9. CLOCK.

The unit shall have a real time clock and be connected to the controller unit via the SDLC port to facilitate communication between the two units and to keep the MMU time clock synchronized with the controller unit time clock.

10. EVENT LOG.

The unit shall have an event log that contains the following data:

- AC power interruption/restoration logging;
- Logs reset after failure;
- Log 24 V values;
- Log CVM failure;
- Load switch failure;
- Log all faults with time and date.

11. EXTENDED MONITORING.

The unit shall have the following extended monitoring:

- Dual indication monitoring per channel;
- Short vehicle clearance detection.

12. DISPLAY OF INTERSECTION STATUS.

The unit shall be capable of displaying intersection status.

13. READBACK.

The unit shall have program card readback.

14. TERMINATION OF UNUSED INPUTS.

All unused inputs will be brought out and terminated on a terminal strip.

15. MONITOR INPUT WIRING.

Monitor inputs shall be wired to field output terminals without intervening connection points.

(e) SURGE PROTECTION FOR CABINET ASSEMBLY.

1. PROTECTION OF CABINET ASSEMBLY.

All cabinet assemblies shall be furnished with a surge protector on the AC service input, which meets or exceeds the following performance requirements.

- Unit shall be capable of withstanding repeated 20,000 A surges a minimum of 25 times.
- Unit shall have internal follow-current limiters (resistive elements).
- Unit shall contain a minimum of three active clamping stages.
- Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.
- Parallel impedance of limiters shall be less than 0.15 ohms.
- Unit voltage shall be to the circuit breaker before cabinet voltage filters.
- Electrical connections on the unit shall be durable enough to accommodate a No. 6 AWG wire.

The unit shall have a mounting plate for easy removal and replacement and shall be mounted in a neat workmanlike manner in the controller cabinet with as short a run as possible from the power input to the circuit breaker.

2. PROTECTION OF SIGNAL LOAD SWITCHES.

Each load switch output shall be furnished with a metal-oxide varistor, Type 150LA20A.

Unit shall have an impulse breakdown of less than 1000 V in less than 0.1 microsecond at 10 kV per microsecond.

Unit shall be capable of withstanding 20 A AC for 1 second applied 10 times at 3 minute intervals on either section.

Unit shall have a current rating of 20,000 A (8/impulse) one time.

Unit shall have a striking voltage of 300 to 500 V DC.

Unit shall have a minimum holdover of 155 V DC.

Unit shall be installed across the Triac of each section of the load switch. The center electrode of the gas tube surge protector shall be connected to pin number 12 of the load switch plug. The load switch receptacle pin number 12 shall be wired to a minimum No. 8 wire ground buss. The ground buss shall be connected to the chassis ground and a ground rod. Connection terminal shall be provided a minimum distance possible from the physical center of the ground buss.

3. PROTECTION OF CONTROLLER UNIT AND MALFUNCTION MANAGEMENT UNIT.

Power and neutral for controller and malfunction management unit shall be wired through a high-speed approved suppressor. The output of the arrestor to failsafe, controller, etc., shall be through shielded cable or twisted pair to the units AC plus and AC minus inputs.

The surge protection device shall meet or exceed the following performance requirements.

Protectors, after being subjected to twenty five 20 kA (8 X 20 μ s) pulses must remain operative and exhibit less than 5 percent plus or minus change in clamp voltage before and after the test.

The protector clamp shall never exceed 250 V when subjected to the 20 kA surge.

The peak current shall be 20,000 A.

The continuous service current shall be, 10 A maximum, 120 V AC, 60 Hz.

FILTERING SPECIFICATIONS, MIL-STD-220 Insertion Loss Test Data

Insertion Loss Requirements

Frequency	Insertion Loss (db)
60 Hz	0
10 kHz	34
50 kHz	55
100 kHz	76
500 kHz	68
2 MHz	58
5 MHz	58
10 MHz	58
20 MHz	63

4. PROTECTION OF REMOTE DETECTOR AND INTERCONNECT CABLE.

Each remote detector input line and interconnect line, as it enters the cabinet shall be furnished with a surge protection device that meets or exceeds the following requirements.

Unit shall be capable of withstanding 10,000 A 10:20 microsecond standard waveform surges a minimum of 50 times.

Unit shall have internal follow-current limiters (resistive elements).

Unit shall self-extinguish within 8.3 milliseconds after the trailing edge of surge.

Unit shall not have thermal circuit breakers in place of limiters.

Limiter resistance shall be between 0.15 Ω and 0.39 Ω .

Unit shall have a mounting plate for easy removal and replacement and shall be mounted in the controller cabinet in a neat workmanlike manner.

5. PROTECTION OF LOOP DETECTORS (EXTERNAL SURGE PROTECTION).

External surge protection for each detector must meet the following requirements.

Unit shall be a three terminal device capable of protecting the detector against differential (between the loop leads) surge, and against common mode (between leads and ground) surges.

Unit shall be of the inductive type with a maximum DC resistance of 150 m Ω .

Unit inductance shall be able to protect the detector electronics when the detector is subjected to a 400 A surge across the detector leads.

Unit shall be a two stage device.

Unit shall clamp a 250 A surge to 25 V within 40 nanoseconds. Surge shall be applied between the two detector leads.

Unit shall clamp a 250 A COMMON mode (between leads and ground) surge to 35 V. These do not include protector lead IR drop.

Unit shall withstand repeated surges.

Unit and loop terminals to be physically mounted approximately 6 inches from bottom of cabinet.

(f) WIRING DIAGRAM.

Two copies of cabinet wiring diagram shall be supplied as well as copies of the following:

- Controller circuit diagrams and schematics;
- Controller Operations Manual;
- Malfunction Management Unit diagrams, schematics and operations manual.
- Flasher diagrams and schematics;
- Load Relay diagrams and schematics;
- Diagrams and schematics of any external hardware supplied;
- Template of Base Mounting if base mounted.

Cabinet prints shall include flash color change instructions for all phases and all overlaps.

Cabinet prints shall be keyed to show every input and every output from every terminal. If prints use multiple ground and neutral busses, busses shall be numbered. All grounds and neutrals shall be keyed to the busses that they are connected to.

Cabinet prints shall show every connector.

(g) CONTROLLER UNIT.

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

III. Cabinet Assembly without Controller.

The cabinet assembly without controller shall meet the specifications and standards as described in Section II (a) through (f) as defined above. The cabinet facility shall be provided with empty space(s) on the left and right walls to provide an area for mounting of field devices not specified herein. Space shall be provided for video or radar field detection input circuits (approximately 12 in by 8 in). Space shall also be available for mounting a fiber cable termination unit (approximately 12 in by 12 in).

IV. Controller Unit.

These specifications set forth the minimum requirements for a shelf mounted, two (2) through sixteen (16) phase, fully actuated, digital, solid state controller. The controller shall be configurable to meet all applicable sections of the NEMA Standards publications for TS-2.

(a) ADVANCED TRAFFIC CONTROLLER FOR NEMA-STYLE CABINETS.

1. TYPE.

Controller shall be NEMA TS-2 Type 2 and listed on the Alabama Department of Transportation's Approved Traffic Control Devices and Materials of the bid date for this specification. Controller shall be NTCIP and fully meet the ATC Standard 6.10 and ATC 5201 Standard v06.

The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

Unless otherwise described in these specifications, the following requirements are applicable to all controller units.

2. SOFTWARE COMPATIBILITY.

Controller shall be compatible with Centrac 2.0 Advanced Transportation Management System. Controller shall include datakey or USB receptacle, with an option to include any necessary datakey or USB storage device.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and connectors for all necessary user connections. The standard controller shall have a monochrome menu display, with an optional LCD touch screen display.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

(b) STANDARD NEMA TS-2 CONTROLLER.

1. TYPE.

Controller shall be NEMA TS-2 Type 2. Type 2 controller shall be capable of operating as a Type 1 controller. The controller shall be downwardly compatible to operating existing TS-1 signals cabinets in the City of Mobile.

The phase requirements required will indicate the physical and electrical construction of the controllers; however, controller unit shall conform to NEMA requirements.

2. FEATURES.

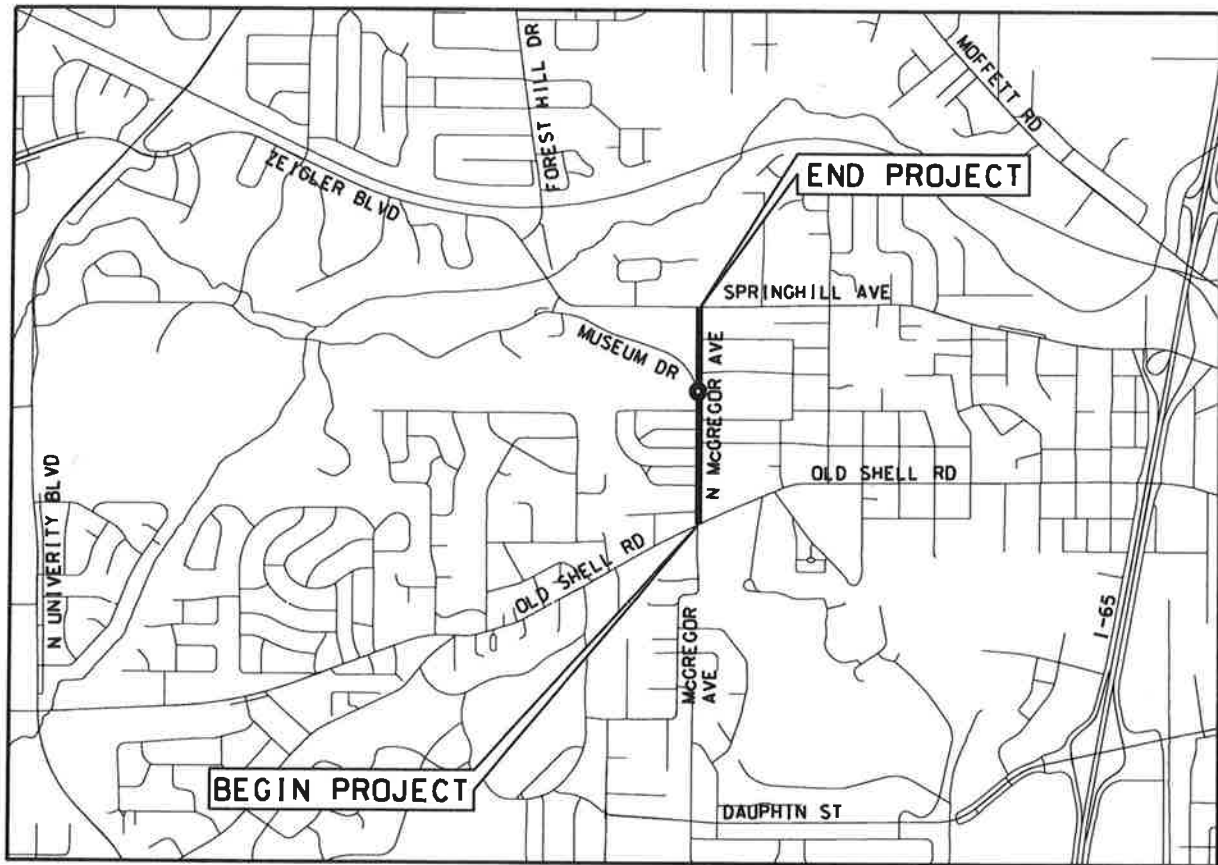
Controller shall be capable of operating as a master or secondary in a closed loop system, with detector processing, coordination, communications, preemption, adaptive timing, NTCIP standard objects, time clock, and sixteen phase-sixteen overlap phasing. The built-in diagnostics will allow the operator to test input and output signals, RAM devices, memory, LCD, keypads, etc.

3. USER INTERFACE.

The front panel of the controller shall consist of the display, keyboard and Ethernet and USB ports for all necessary user connections. The standard controller shall have an LCD menu display. The keyboard shall be a twenty-three (23) key keypad containing four (4) function keys, ten (10) white numeric keys, seven (7) cursor/menu navigation keys, and two (2) LCD contrast adjustment keys.

The controller shall include an option that allows updating software using a Windows based computer or a USB thumb drive for upgrades and file access. The use of removable PROMS or EPROMS from the controller shall not be acceptable.

ATTACHMENT “A”
LOCATION



MCGREGOR AVENUE
VICINITY MAP
N.T.S.

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT



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, Alabama

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archievious.kidd@cityofmobile.org
251.208.7957
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	John G. Walton Construction Co., Inc.
Address	P.O. Box 81222 Mobile, AL 36689
Telephone	251-342-6250
E-Mail	shawn@johngwalton.com

RFPI/RFQ Solicitation Number	2019-3665-19
Project Description	North McGregor Ave Reconstruction
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 75% Female 25% Minority 70% Non-minority 30% SDVO 5%
Total # of Employees	130

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Roger Dixon Date: 8/17/2022
Signature: [Signature]
Title: Vice President

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

Name: Debra Belams Title: Payroll Manager
Email: debra@johngwalton.com Phone: 251-342-6250

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: Architect@dc.gov or by calling 251-208-7997
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

John G. Wilson Construction Co., Inc.

Please Print Company _____ Your Bid/Proposal Amount \$ 2,942,284.55

卷一百一十五

8	17	2022	Description
			North McCreary Ave Reconstruction

Name of Bidder/Proposer: **John G. Watson Construction Co., Inc.**

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:

John G. Walton Construction Co., Inc.

Contact Person:

Shawn Stapleton

Phone

251-342-6256

Email **shawn@jdwaltcon.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 MEETINGS: 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 a reasonable time to respond.
X		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



CITY OF MOBILE
Subcontracting and Major Supplier Plan

X		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed a 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 officers 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.

2019 REPORT ON DBE UTILIZATION

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

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

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE: YES NO		Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:	
This report is for the month of: (CHECK ONE)		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC FINAL _____
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$		\$	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.					
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____
SIGNATURE: _____
Title: _____ Date: _____

DBE Utilization Report

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

Vice President/CEO of John G. Walton Construction Co., Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as V.P. for John G. Walton Construction Co., Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said John G. Walton Construction Co., Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 404786.

[Signature]
V.P.
CEO of John G. Walton Construction Co., Inc.

Sworn to and subscribed before me this the 17th day of August, 2022.

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

[Signature]
Signature and Seal of Notary Public



ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2019-3005-19
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____
THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY PROJECT NO. 2019-3005-19**
2018 PAYGO - NORTH MCGREGOR AVE RECONSTRUCTION

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____

_____ day of _____, 20____.

By: _____

Title: _____

Notary Public: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

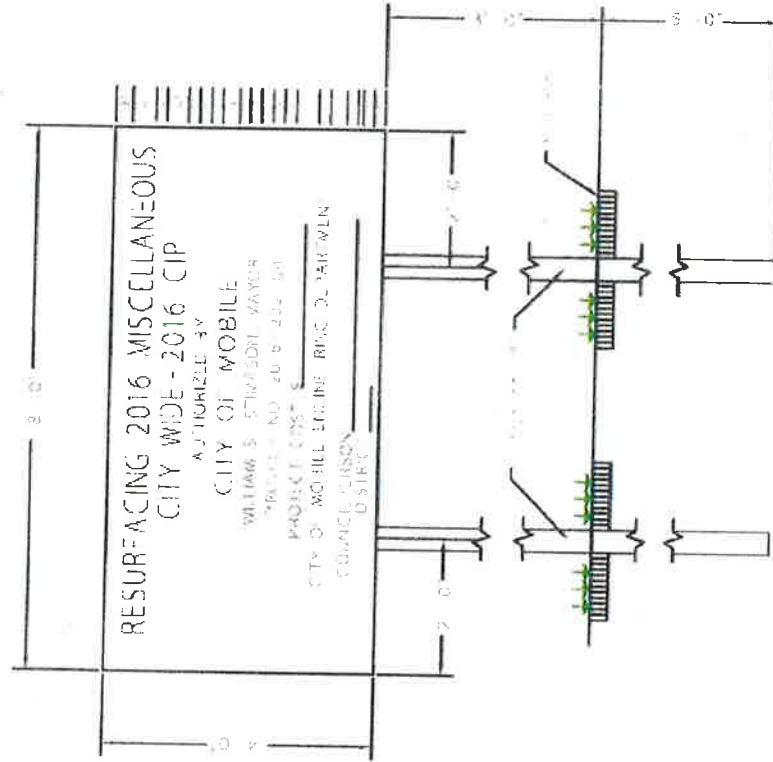
1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

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

ATTACHMENT “E”

SIGN DETAILS

Note: This detail is provided as an example only. Text will be project specific.



PROJECT SIGN DETAIL

- 1) Sign shall be constructed of 3/4" exterior grade plywood painted with 2 coats exterior semi gloss white enamel and lettered with exterior black enamel
- 2) Sign to be placed at location directed by the Engineer
- 3) Sign to be freshly painted and maintained in good condition until completion of project and then removed from the site
- 4) Project cost shall be neatly painted on original sign and not on a board added to the sign

	
CITY OF MOBILE ENGINEERING DEPT CITY ENGINEER	PROJECT SIGN DETAIL SHEET 1 OF 1
SCALE: 1/8" = 1'-0"	DATE: NOV 30, 2013

ATTACHMENT “F”

ADDENDUMS

ADDENDUM NUMBER 1

August 15, 2022

CITY OF MOBILE

**NORTH MCGREGOR AVE RECONSTRUCTION
PROJECT NO. 2019-3005-19**

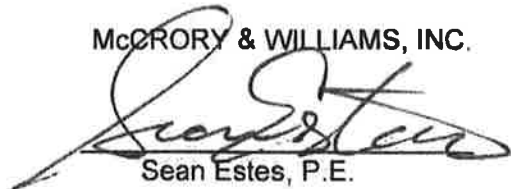
DATE TO RECEIVE BIDS: August 17, 2022 @ 2:30 P.M.

1. The Protected Bid Proposal Form (.xls) is being transmitted as an attachment to this addendum email. Please disregard the original Bid Proposal. Complete and print the Protected Bid Proposal included herewith. It shall be placed behind the front cover of the bid documents and submitted with the bid package.
2. The Pay Item 745-A Uniformed Police Officer has been added to the new Protected Bid Proposal.
3. Delete Special Provision #44 of the contract. There will be an asphalt index adjustment allowed.
4. Stored Materials will be paid if required by the contractor.
5. Special Provision #37 should read "Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project and shall include any required light cleaning."
6. A detail for Pay Item 999-X Residential Asphalt Driveway has been added to sheet 15 of the plans and included with this addendum.
7. Plan sheet 23 shows a detail for Pay Item 621-C8 Inlet, Type W (Partial). It should read "the concrete curb required for the flume is to be a subsidiary obligation of the Pay Item 621-C8". A revised sheet 23 is included with this addendum.
8. Pay Item 649-A 2" HDPE Conduit Pipe, Type 5 Installation should be corrected to read "Pay Item 649-A 2" HDPE Conduit Pipe, Type 3 Installation".
9. The quantities for Pay Items 614-B, 620-A1, 620-A2, 620-A3, 623-B2 have been added/updated in the Protected Bid Proposal Form (.xls).
10. On sheet 1 of the Signalization Plan the notes call to install a Siemens/Eagle Controller. This is incorrect. It should call for a Cobalt Controller.
11. On plan sheet 55 the Pay Item 750-H Service Pole should be removed from the quantity box. A revised sheet 55 is included with this addendum.
12. The allowable contract working days will be as follows:
 - Base Bid – 120 working days
 - Additive Bid 1 – 10 working days
 - Additive Bid 2 – 30 working days
 - Additive Bid 3 – 40 working days

NOTE:

A SIGNED COPY OF THIS ADDENDUM MUST ACCOMPANY THE BID;
ATTACH THE ACKNOWLEDGE RECEIPT TO THE INSIDE OF FRONT
COVER OF THE BID DOCUMENT.

McCRORY & WILLIAMS, INC.



Sean Estes, P.E.

BIDDER:

John G. Widen Construction Co., Inc.

BY:



DATE:

8/15/2022

**CONTRACTOR SHALL ACKNOWLEDGE
RECEIPT OF ADDENDUM NO. 1 BY
FAXING OR EMAILING THE SIGNED COPY TO
THE ENGINEERS OFFICE BY 3:00 P.M.,
TUESDAY, AUGUST 16, 2022.
(FAX #: 476-4721)**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.
4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: 8/17/2022

Name of Project: North McGregor Avenue Reconstruction

Project Number: 2019-3005-19

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

<u>BASE BID:</u>	\$ <u>35,000</u>
<u>ADDITIVE BID 1 (ROADWAY):</u>	\$ <u>1,000</u>
<u>ADDITIVE BID 2 (ROADWAY):</u>	\$ <u>15,000</u>
<u>ADDITIVE BID 3 (ROADWAY):</u>	\$ <u>25,000</u>

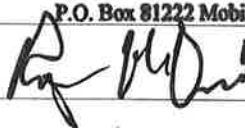
Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of

Bidder John G. Walton Construction Co., Inc.

Mailing

Address P.O. Box 81222 Mobile, AL 36689

*By (Legal Signature) 

*Name (type or print) Roger Dixon (Seal)

*Title Vice President

Telephone Number 251-342-6250



CAPITAL CONTRACT SUMMARY SHEET

C#5252



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Rosemary Ginn, City Engineer

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve cost sharing agreement for construction services with Park Building, LLC.

Amount of Contract:

\$160,887.78

Funding Source

C0742

ATTACHMENTS:

1. C0742 Wet Willis Sidewalks (Park Building, LLC) contract

REVIEWERS:

Jessica White

Rosemary Ginn

Brenda Rhodes

Chris Kern

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Wet Willis Sidewalks Construction Cost Sharing Agreement (D2)

PROJECT #: C0742 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Sidewalk Repairs

CONTRACT AMOUNT: \$160,887.78

VENDOR NAME: Park Building, LLC.

VENDOR NUMBER: 297964

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Rosemary Ginn

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 12/19/2024

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman 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: Park Building, LLC

Project Name: Wet Willis Sidewalks (D2)
Capital Project: C0742

Estimated Cost: \$160,887.78

Adopted:

City Clerk

CONSTRUCTION COST SHARING AGREEMENT

This Construction Cost Sharing Agreement (the "Agreement") is made as of the _____ day of _____, 2024, by and between City of Mobile, Alabama (hereafter CITY) and Park Building, LLC (hereafter OWNER).

WHEREAS, OWNER holds title to real property at 200 Dauphin Street, Mobile, Alabama (hereafter the PREMISES), which property has a basement which extends under the existing sidewalks running North and South along Conception Street and East and West along Dauphin Street, with the ceiling of said Premises basement and the bottom portion of said sidewalks in essence and practicality the same structure, such that making repair on one without affecting the other is impossible; and

WHEREAS, the structure constituting the ceiling of the basement shows signs of decay warranting maintenance and repair, and the said sidewalks are located on CITY right of way and are used by and for the benefit of the general public; such that it is in the best interest of both OWNER and CITY to have said maintenance and repair construction performed in order to maintain the safety of the structure, and to share the cost thereof; and

WHEREAS, CITY and OWNER previously entered into a Cost Sharing Agreement for both the inspection and the engineering design for repairs; now therefore,

In consideration of the mutual covenants set forth in this Construction Cost Sharing Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, for themselves, their successors and assigns, agree as follows:

1. OWNER shall contract with 4S Construction Services, LLC (CONTRACTOR), to provide labor, material and equipment to perform repair and construction work (the WORK) on the Premises, with specific regard and attention to the area under the sidewalks of Dauphin Street and Conception Street.
2. The scope of the WORK shall be substantially as reflected in the proposal from CONTRACTOR dated October 11, 2024, a copy of which is attached hereto as Exhibit A.
3. CITY shall share the cost of the WORK by contributing the sum of \$160,887.78 (the FUNDS) to reimburse OWNER for one half of the actual expense of the WORK paid to CONTRACTOR as reflected in Exhibit A. Any change orders that will have an associated cost increase beyond that reflected in Exhibit A must be approved in advance by CITY and not to be unreasonably withheld.
4. The FUNDS shall be used by OWNER solely for payment of CONTRACTOR and for no other use. Any funds not so used shall be returned to CITY. If WORK is not completed within one year from the date of this contract then FUNDS shall be returned to CITY.

5. CITY shall disburse said amount to OWNER after CONTRACTOR completes the WORK.
6. CITY shall disburse said cost share FUNDS to OWNER and upon submission of an invoice or other request for payment and proof of payment from OWNER to CONTRACTOR.
7. CITY is not responsible for the safety of OWNER or CONTRACTOR or any individuals involved or taking part in the WORK or on PREMISES at any time. OWNER shall be solely responsible for any damage done to PREMISES, or to persons, during said assessment, or caused by CONTRACTOR while performing the WORK described in this Agreement.
8. It is agreed that CITY has no financial interest in the business of OWNER or CONTRACTOR, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets or sums earned or derived by either OWNER or CONTRACTOR OWNER, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor.
9. CITY shall owe no contractual liability or duty to CONTRACTOR and does not and will not assume any responsibility for the payment of its fees or costs other than the reimbursement to OWNER as provided herein.
10. Pursuant to state law on anti-boycott, OWNER agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
11. Pursuant to state law on immigration, OWNER agrees and represents that the for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama.
12. For the term of this Agreement, OWNER and CONTRACTOR shall maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

General Liability Insurance - public liability, including premises, products and complete operations.

- (1) Bodily injury liability:
 - \$250,000 each person
 - \$500,000 each occurrence
- (2) Property damage liability - \$100,000 each occurrence
 - Or, (in lieu of (1) and (2) above)
- (3) Bodily injury and property damage combined - \$500,000 per occurrence

13. OWNER AND CONTRACTOR agree to indemnify, defend and hold harmless the City, its elected officials and employees from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of OWNER or CONTRACTOR, its principals, directors, agents servants and employees in the performance of this Agreement, for which the City is alleged to be liable.

OWNER agrees to include in any contract it enters into with CONTRACTOR for the WORK a provision that CONTRACTOR will indemnify CITY to the same extent and under the same terms as it indemnifies OWNER.

Owner's indemnity obligation as described in Section 13 shall end as to unasserted claims against the City after the work described in this Agreement has been accomplished, and approved by Barter & Associates, Inc., structural engineers (the Termination Date). With regard to claims which have been asserted prior to the Termination Date, such Termination Date shall have no effect on Owner's indemnity obligations, same to continue until the claims are fully resolved.

14. CITY shall waive permit fees for the WORK. OWNER shall otherwise comply with all CITY, State and federal laws and regulations.

CITY OF MOBILE

DATE:

By: _____
Its Mayor

ATTEST:

City Clerk

PARK BUILDING, LLC

DATE:

By: Earl Flowers
Its Managing Member

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Earl Flowers, whose name is signed to the foregoing COST SHARING AGREEMENT as Managing Member of PARK BUILDING, LLC, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing he executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 11 day of December, 2024.

(SEAL)

[Signature]
Notary Public
State of Alabama At-Large
My Commission Expires: 2-14-27



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for two 2025 Chevrolet Tahoe PPV SUVs for MPD.

Amount of Contract:

\$100,728.00

Funding Source

Drug Enforcement Fund.

ATTACHMENTS:

1. 20241217 Hardy Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 31 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 Hardy Chevrolet Buick GMC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hardy Chevrolet Buick GMC for two 2025 Chevrolet Tahoe
PPV SUVs for MPD.
Drug Enforcement fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$100,728.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5913

How many bidders received bid packages (if applicable): 10 +web

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>3238</u>	2025	(1530) POLICE ADMIN SERVICES	2 2025 CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5913)	\$100,728.00	(299517) HARDY <u>CHEVROLET</u> <u>BUICK GMC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003238-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor HARDY CHEVROLET BUICK GMC 1249 CHARLES HARDY PARKWAY DALLAS, GA 30157 Tel#2563307280 Fax 7704459659	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
---	---

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	299517				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER CHEVROLET TAHOE POLICE PPV AS FOLLOWS: PATROL CHEVROLET TAHOE POLICE PPV WHITE IN COLOR FRONT SEAT 40/20/40 SPLIT-BENCH WITH 20% DELETE. SECOND ROW SEAT DELETE (ATZ) 4 ADDITIONAL REMOTES (AMF) FOR A TOTAL OF 6 KEYS IS STANDARD 6C7 LIGHTING - RED AND WHITE LED FRONT AUXILIARY DOME 6J3 WIRING - FOR GRILLE LAMPS AND SIREN SPEAKER 6J4 WIRING - HORN TRANSFER LOOP WIRE AS PER CITY OF MOBILE BID #5913 AND YOUR QUOTE	2.00 EACH	50364.00000	100728.00

1 4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-ST .VEHICLEEXP.	100728.00
--	-----------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	100728.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003238-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
 HARDY CHEVROLET BUICK GMC
 1249 CHARLES HARDY PARKWAY

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

DALLAS, GA 30157

Tel#2563307280
 Fax 7704459659

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/24	299517				POLICE ADMIN SERVICES

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

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

Account	Amount	Remaining Budget
E G-DRUG-ST .VEHICLEEXP.	100728.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	100728.00	
DRUG ENFORCEMENT FUND EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Forward	12/12/24	JAMES BARBER	Automatic Forward to 910519885
Approved	12/12/24	RODNEY GREELEY	R.G.
Approved	12/12/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	12/12/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	12/12/24	WILLIAM REED	Auto approved by: 910510512
Approved	12/17/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	12/17/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	12/17/24	SHAUNAGYE SIMMS	
Approved	12/17/24	RANDY THREADGILL	Auto approved by: 910520990
Queued	12/17/24	DONALD ROSE	Auto approved by: 910520990
Queued	12/17/24	SANDRA LEWIS	Auto approved by: 910520990
Queued	12/17/24	STEVEN KRONINGER	Auto approved by: 910520990
Queued	12/17/24	SAMANTHA COOLEY	Auto approved by: 910520990
Queued	12/17/24	LONELL HARRIS	Auto approved by: 910520990
Queued	12/17/24	ANNE FOLEY	Auto approved by: 910520990
Queued	12/17/24	JOHN PAINE	Auto approved by: 910520990

BID TABULATION FOR BID #5913
POLICE PACKAGE TAHOES

HARDY CHEVROLET BUICK GMC	\$50,364.00
DONOHOO CHEVROLET	\$50,492.58

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
11/04/2024	5913	Motor Pool	To Be Specified

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

12:01 PM, Friday, November 22, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 30	POLICE PACKAGE TAHOES 2025 Tahoe PPV for Administrative Detective with the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delete • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City will purchase a minimum of 30 Tahoes.					
Appx 45	2025 Tahoe PPV (Patrol) as per the following specifications: • White in color • Front seat 40/20/40 split-bench with 20% delte • Second row seat delete (ATZ) • 4 additional remotes (AMF) for a total of 6 keys is standard • 6C7 lighting – red and white LED front auxiliary dome • 6J3 wiring for grille lamps and siren speaker • 6J4 wiring – Horn Transfer Loop wire Make _____ Model _____ Upon award, the City plans to buy 45 Tahoe PPV for Police patrol use.					
Page 1 of 2			TOTAL			

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

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

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.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 City will strive to purchase all units possible from one vendor. If vendor is unable to provide the number of units, City will buy all possible from the lowest bidder before moving to the next bidder. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For questions, email the Purchasing Department at: purchasing@cityofmobile.org. CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. ITEM BASIS AWARD					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Imperial Bag and Paper Co Inc for 1,800 plastic 18-gallon recycling totes with City logo for Public Services.

Amount of Contract:

\$30,150.00

Funding Source

Recycling Partnership Grant

ATTACHMENTS:

1. 20241220 Imperial Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 7 January 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 Imperial Bag and Paper Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Imperial Bag and Paper Co Inc for 1,800 plastic 18-gallon recycling totes with City logo for Public Services.
Recycling Partnership Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$30,150.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5916

How many bidders received bid packages (if applicable): 33 + web

How many bidders submitted bids (if applicable): 5

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1665</u>	2025	(2590) GRANT MANAGEMENT	1,800 PLASTIC 18-GAL RECYCLING TOTES WITH CITY LOGO FOR PUBLIC SERVICES (SEALED BID 5916)	\$30,150.00	<u>(298761)</u> <u>IMPERIAL BAG</u> <u>AND PAPER CO</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001665-00 FY 2025 Acct No: 5000.10.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 IMPERIAL BAG AND PAPER CO LLC
 PO BOX 1180

LOXLEY, AL 36551
 UNITED STATES
 Tel#850-485-1028

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/ANGELA POMPEY

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
11/01/24	298761				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
001 RECYCLING TOTE BIN-18 GALLON, BLUE, 23"X16"X1" BIN TO HAVE WHITE RECYCLING LOGO AND THE CITY OF MOBILE "M" LOGO ON SIDE OF BIN BENDOR TO PROVIDE RECYCLEAWAY TRUE18 BINS WITH THE RECYCLING LOGO AND THE CITY OF MOBILE "M" LOGO ON THE SIDES IN WHITE PROOF WILL BE REQUIRED AND TO BE APPROVED BY THE CITY PRIOR TO PRODUCTION AS PER CITY OF MOBILE BID #5916 AND YOUR QUOTE Additional Description Notes	1800.00 EACH	16.75000	30150.00

VENDOR IS REQUIRED TO CREATE AND PROVIDE PROOF OF THE IMAGES TO BE USED ON THE RECYCELING BINS.

PROOF MUST BE APPROVED PRIOR TO START OF PRODUCTION.

TO OBTAIN ARTWORK OF THE LOGO TO BE USED CONTACT ERIN BRYARS AT Bryars, Erin
 <erin.bryars@cityofmobile.org> OR CALL 251-422-1444 .

ANY THING THAT CAUSES OR INCURRS ADDITIONAL COSTS TO THE CITY OF MOBILE MUST BE PRE-APPROVED BY THE PURCHASING AGENT OF THE CITY OF MOBILE.

NO EMPLOYEE EXCEPT THE PURCHASING AGENT HAS THE AUTHORITY OR PERMISSION TO

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001665-00 FY 2025 Acct No: 5000.10.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
--	---

Page 2

Vendor
 IMPERIAL BAG AND PAPER CO LLC
 PO BOX 1180

LOXLEY, AL 36551
 UNITED STATES
 Tel#850-485-1028

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/ANGELA POMPEY

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
11/01/24	298761				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
	INCURR OR APPROVE ANY ADDITIONAL EXPENSE TO THE CITY OF MOBILE			
1	5000.10.00.0000.0000.0000.0000.44020. E G-RECPRTRN.OPERATIONS.			30150.00

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 Delivery Reference
 KELSI TIPPERY/ANGELA POMPEY

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total 30150.00

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

Account	Amount	Remaining Budget
E G-RECPRTRN.OPERATIONS.	30150.00	20679.26

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

Account	Amount	Remaining Budget
5000.10.00.0000.0000.0000.0000.44020.	30150.00	
MISC GRANT ADMIN EXP		OPERATING SUPPLIES

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001665-00 FY 2025 Acct No: 5000.10.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
--	---

Page 3

Vendor
 IMPERIAL BAG AND PAPER CO LLC
 PO BOX 1180

LOXLEY, AL 36551
 UNITED STATES
 Tel#850-485-1028

Ship To
 PUBLIC WORKS
 770 GAYLE STREET
 BEFORE 2:30 PM
 MOBILE, AL 36604
 KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
 KELSI TIPPERY/ANGELA POMPEY

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
11/01/24	298761				GRANT MANAGEMENT

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

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

Activity	Date	Clerk	Comment
Approved	11/07/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	11/07/24	DONNA BRYARS	Auto approved by: 910520990
Approved	11/07/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	11/07/24	CODY SCOTT	Auto approved by: 910520990
Approved	11/07/24	SHAUNAGYE SIMMS	
Approved	11/07/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	12/16/24	DONALD ROSE	Auto approved by: 9105paij
Approved	12/16/24	SANDRA LEWIS	Auto approved by: 9105paij
Approved	12/16/24	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	12/16/24	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	12/16/24	LONELL HARRIS	Auto approved by: 9105paij
Approved	12/16/24	ANNE FOLEY	Auto approved by: 9105paij
Approved	12/16/24	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5916
18-GALLON BLUE PLASTIC RECYCLING BIN/BOX

VENDOR	SPECIFIED	OPTION
IMPERIAL DADE	\$20.50 RUBBERMAID FG571873BLUE	
IMPERIAL DADE		ALT 1 \$32.08 RUBBERMAID FG571873BLUE WITH "M" LOGO
IMPERIAL DADE		ALT 2 \$15.38 RECYCLEWAY TRUE-S WITH RECYCLE LOGO
IMPERIAL DADE		ALT 3 \$16.75 RECYCLEWAY TRUE18 WITH "M" LOGO
OLENSKY BROS	\$23.60 RUBBERMAID FG571873BLUE	
KESCO	\$30.99 RUBBERMAID FG571873BLUE	
BAY PAPER	\$38.02 RUBBERMAID FG571873BLUE	
GLOBAL EQUIPMENT	\$41.76 GLOBAL EQUIP CO INC #240772	
LADD SUPPLY	\$43.00 RUBBERMAID FG571873BLUE	
INTEGRITY CONTRACT SOLUTIONS	\$48.10	
FERGUSON ENTERPRISES		\$51.0934 RUBBERMAID FG571873BLUE WITH "M" LOGO
QUALITY CLEANING SOLUTIONS	\$25.3957	
QUALITY CLEANING SOLUTIONS		\$26.6557 RECYCLEWAY TRUE 18 WITH "M" LOGO
AUTRY GREER & SONS	\$30.3225	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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

Typed by: en Buyer: 002

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

DATE 11/15/2024	BID NO. 5916	DEPARTMENT PUBLIC WORKS	Commodities to be delivered F.O.B. Mobile to: AS SPECIFIED
--------------------	-----------------	----------------------------	---

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Wednesday, December 4, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
APPX 750- 1500	18-GALLON BLUE PLASTIC RECYCLING BIN/BOX 18-gallon blue plastic recycling bin/box with white recycling logo on side. Approximate minimum size: 15" Height x 16" Width x 26" Deep. Capacity: 18 gallons. Rubbermaid #2836LU or FG571873 Blue or RCP571873BE or equal. Make _____ Model _____ Delivered pricing FOB Mobile _____ Please state time to deliver after receipt of Purchase Order, as delivery maybe a consideration in the award of this bid. _____ Days Upon award, the City will purchase a minimum of 750 18-gallon blue plastic recycling bin/boxes. Pricing shall be good for 90 days from award of this bid.					
			TOTAL			

Page 1 of 2

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/. If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org . CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

OPTION

18 gallon blue plastic recycling bin/box with white recycling logo and white City of Mobile "M" logo.

Make _____ Model _____

Delivered pricing FOB Mobile _____

Please state time to deliver after receipt of Purchase Order.

_____ Days



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: January 2, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for a replacement electrical harness for one 2013 E-One ladder truck for MFRD.

Amount of Contract:

\$20,787.92

Funding Source

General fund.

ATTACHMENTS:

1. 20241217 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 31 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for a replacement electrical harness for
one 2013 E-One ladder truck for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$20,787.92

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.

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>3342</u>	2025	(1510) FIRE ADMINISTRATION	REPLACEMENT ELECTRICAL HARNESS FOR 2013 E-ONE LADDER TRUCK FOR MFRD (PRICE BELOW BID REQUIREMENT)	\$20,787.92	(<u>198904</u>) <u>SUNBELT FIRE</u> <u>INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00003342-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45050.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
12/16/24	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
001	PARTS: T-5 / ASSET 53175 P/N EO524581, HARNESS CHASSIS C2X/T2X 2010C ENGINE; PER QUOTE Q-30227 Vendor Item	1.00 EACH	14801.99000	14801.99

1 1000.30.15.1510.1522.1510.0000.0000.45050. 14801.99

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
VICTORIA RICHARDSON

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

002	PARTS: T-5 / ASSET 53175 P/N EO524580, HARNESS ENGINE 2010C C2X/T2X/QUEST; PER QUOTE Q-30227 Vendor Item	1.00 EACH	3861.99000	3861.99
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1 1000.30.15.1510.1522.1510.0000.0000.45050. 3861.99

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003342-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 2
--	--	--------

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
 Fax 251-928-9933

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 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
12/16/24	198904				FIRE ADMINISTRATION

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

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

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

003 PARTS: T-5 / ASSET 53175 P/N CM4374079 HARNESS,ETR CNT MDL WRG; PER QUOTE Q-30227 Vendor Item	1.00 EACH	1623.94000	1623.94
--	--------------	------------	---------

1 1000.30.15.1510.1522.1510.0000.0000.45050.			1623.94
--	--	--	---------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003342-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved	Page 3
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Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
 Fax 251-928-9933

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 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
12/16/24	198904				FIRE ADMINISTRATION

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

004	FREIGHT	1.00 EACH	500.00000	500.00
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Additional Description Notes

T-5 / ASSET 53175; PER QUOTE Q-30227
 Vendor Item
 Inventory Item/Loc 14009

1	1000.30.15.1510.1522.1510.0000.0000.45050.			500.00
---	--	--	--	--------

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 VICTORIA RICHARDSON

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

[Requisition Link](#)

Requisition Total	20787.92
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45050.		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003342-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45050. Review: Buyer: 910519540 Status: Approved
--	--

Page 4

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

FAIRHOPE, AL 36532

MOBILE, AL 36604
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

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
12/16/24	198904				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
FIRE SUPPRESSION DIV EXP	20787.92	7209162.10
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
Approved	12/17/24	DONALD ROSE	Auto approved by: 910519540
Approved	12/17/24	SANDRA LEWIS	Auto approved by: 910519540
Approved	12/17/24	STEVEN KRONINGER	
Approved	12/17/24	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	12/17/24	LONELL HARRIS	Auto approved by: 910519540
Approved	12/17/24	ANNE FOLEY	Auto approved by: 910519540
Approved	12/17/24	JOHN PAINE	Auto approved by: 910519540

Authorized By: _____ Date: _____
 Signature



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

C0528: TRIMMIER PARK FOOTBALL STADIUM to Capital Project C0538: CIP PARKS- TAYLOR CTR & POOL

Amount of Contract:

\$1,000,000

Funding Source

C0528: TRIMMIER PARK FOOTBALL STADIUM

ATTACHMENTS:

1. Resolution - Transfer of Funds - C0528 to C0538 (1)

REVIEWERS:

Emma Dean
Cassie Boatwright
Brenda Rhodes
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,000,000 be transferred from C0528: TRIMMIER PARK FOOTBALL STADIUM to Capital Project C0538: CIP PARKS- TAYLOR CTR & POOL UPG for the combination of funds to create a central account for the newly planned Taylor Park Community Center.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 12/2/2024

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 3

REQUEST: Please transfer \$ 1,000,000.00

FROM CAPITAL PROJECT#: C0528

CAPITAL PROJECT NAME: TRIMMIER PARK FOOTBALL STADIUM

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0538

PROJECT NAME: CIPPARKS- TAYLOR CTR & POOL UPG

DEPT. PROJECT#: _____

PURPOSE: For the combination of funds to create a central account for the newly planned Taylor Park Community Center.


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Transfer of funds from capital project C1011 (20002000.94070) 2025 RTOP GRANT MATCH to Project G-STPM4925 RTOP 2025 (50015001.93030) for grant match for MPO funding for the traffic signal improvements.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution - Transfer of Funds - C1011 to G-STPM4925
2. Budget Transfer Request

REVIEWERS:

Kelsi Tipperly
Brenda Rhodes
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$125,000 be transferred from capital project C1011 (20002000.94070) 2025 RTOP GRANT MATCH to Project G-STPM4925 RTOP 2025 (50015001.93030). These funds will be used for match of an award for MPO funding for the traffic signal improvements.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 12/26/2024

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 125,000.00

FROM CAPITAL PROJECT#: C1011

CAPITAL PROJECT NAME: 2025 RTOP GRANT MATCH

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-STPM4925

PROJECT NAME: RTOP 2025

ACCT PROJECT STRING#: G-STPM4925.MATCHINGGR


Employee signature


Approval signature

Created by B. Rhodes 7/6/2022



CAPITAL CONTRACT SUMMARY SHEET

C#5253



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Rosemary Ginn, City Engineer

Sponsored by:

Joel Daves, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with TTL, Inc. for Engineering Services.

Amount of Contract:

\$245,000.00

Funding Source

C0993

ATTACHMENTS:

1. 2025-3005-09 2025 CIP Eslava Creek Lley Ave to Montlimar

REVIEWERS:

Jessica White

Rosemary Ginn

Brenda Rhodes

Chris Kern

James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2025 CIP Eslava Creek Lleyn Ave to Montlimar

COM Project: 2025-3005-09

PROJECT #: C0993 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$245,000.00

VENDOR NAME: TTL, Inc.

VENDOR NUMBER: 297899

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Rosemary Ginn

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 12/16/2024

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilman Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to
execute and attest, respectively, for and on behalf of the City of Mobile, 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: TTL, Inc.

Project Name: 2025 CIP Eslava Creek LLEYN Ave to Montlimar
COM Project# 2025-3005-09

Estimated Cost: \$245,000.00

Adopted:

City Clerk



**2025 CIP ESLAVA CREEK
LLEYN AVE TO MONTLIMAR**

PROJECT NO. 2025-3005-09

ENGINEER:

TTL, 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 **TTL, 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 **TTL, Inc.**

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

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

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

PROJECT – 2025 CIP Eslava Creek LLeyn Avenue to Montlimar, City of Mobile Project No. 2025-3005-09. This is for engineering design and construction inspection of:

- *From LLeyn Avenue to Dog River Ditch:*
 - Major/minor concrete repairs/replacement of drainage ditch section
 - Removal of trees that may negatively impact ditch in foreseeable future
 - Culvert repairs at LLeyn Avenue
 - Adding access points/steps at key locations
 - Pipe lining/repair as needed for incoming pipes
 - Stabilization of outfall at Dog River Ditch
- *From S. McGregor Avenue to LLeyn Avenue:*
 - Review/repair any failures of concrete drainage ditch from S McGregor avenue to LLeyn Avenue.
 - Clean/clear areas of excessive vegetation or silt accumulation
 - Culvert repairs at Berwyn Drive West

See Exhibit A for approximate locations. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

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.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide 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.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Provide cost estimates and alternatives for construction of the PROJECT.
- d. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

- e. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.
 - f. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.
 - g. 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.
 - h. 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.
 - i. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT 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.
 - j. 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 and on the cover of final design calculations and on the cover of final design calculations.
 - k. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
3. Design Surveys
- a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the

CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

- b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.
- c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.
- d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.
- e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.
- f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
 - (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.
- b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:
- (1) Existing right of way, easements (temporary and permanent) and property lines.

- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and 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. Work shall include concrete ditch section repair, culvert repair, pipe repair, and ditch outfall stabilization. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

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

The 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 Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

- a. Plans shall be submitted at four (4) 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 **Eight (8) weeks** after comments for the preliminary investigation phase are received by ENGINEER. Plans will include details of field surveyed

information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

- (2) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted, if necessary. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.
 - (3) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.
 - (4) **100% Design Submittal** (Issued for Bid Package) shall be made **Two (2) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 90% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.
- b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
 - c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of

Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

- d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.
- e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

- 1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

- c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
- d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.
- e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
- f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
- g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.
- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-

site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

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

- a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered 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.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The 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.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.
- h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.
- i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

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

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 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed \$26,250.00 (Twenty-Six Thousand Two Hundred Fifty Dollars and Zero Cents).
 - b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed \$52,500.00 (Fifty-Two Thousand Five Hundred Fifty Dollars and Zero Cents).
 - c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed \$78,750 (Seventy-Eight Thousand Seven Hundred Fifty Dollars and Zero Cents).
 - d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed \$87,500.00 (Eighty-Seven Thousand Five Hundred Dollars and Zero Cents). 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).

- e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed \$120,000.00 (One Hundred Twenty Thousand Dollars and Zero Cents).
- f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

- 1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed \$30,000.00 (Thirty 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 \$245,000.00 (Two Hundred Forty-Five Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. **INDEMNIFICATION**: 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 City Capital Improvement Funds, (C0993). 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: _____

TTL, INC

By: _____
Print: JOHN A. MCCARTNEY

Its: REGIONAL LEADER

Address: 9797 TIMBER CIRCLE, SUITE A
DAPHNE, AL 36527

Telephone: (251) 332-3600

STATE OF ALABAMA
CITY OF MOBILE

I, Mathew Davis, a Notary Public in and for said State and County, hereby
certify that John McCartney, whose name as Regional Leader of
TTL, 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 6 day of December, 2024

Mathew Davis
NOTARY PUBLIC

My Commission Expires: 3/4/2028



EXHIBIT A: PROJECT LOCATION



EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **2025 CIP ESLAVA CREEK LLEYN AVE TO MONTLIMAR**, City of Mobile Project No. **2025-3005-09**.

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be \$1,900,000.00 [**One Million, Nine Hundred Thousand Dollars and No Cents**].

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (all phases) to be paid the ENGINEER shall not exceed \$245,000.00 [**Two Hundred Forty-Five Thousand Dollars and No Cents**], unless authorized by the CITY.

CITY DISTRICT: District 5

FUNDING SOURCE: CAPITAL IMPROVEMENT FUND, C0993

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

TTL
2025 FEE SCHEDULE

Staff Position	Rate
Project Administrator I	\$72.00 / Hour
Project Administrator II	\$80.00 / Hour
Project Administrator III	\$86.00 / Hour
Project Administrator IV	\$93.00 / Hour
Project Administrator V	\$105.00 / Hour
Project Administrator VI	\$111.00 / Hour
Project Administrator VII.....	\$120.00 / Hour
Project Administrator VIII.....	\$126.00 / Hour
Project Technician I.....	\$64.00 / Hour
Project Technician II.....	\$66.00 / Hour
Project Technician III.....	\$69.00 / Hour
Project Technician IV.....	\$74.00 / Hour
Project Technician V.....	\$81.00 / Hour
Project Technician VI.....	\$88.00 / Hour
Senior Project Technician I.....	\$96.00 / Hour
Senior Project Technician II.....	\$102.00 / Hour
Senior Project Technician III.....	\$108.00 / Hour
Senior Project Technician IV.....	\$122.00 / Hour
Senior Project Technician V.....	\$133.00 / Hour
Senior Project Technician VI.....	\$140.00 / Hour
Senior Project Technician VII.....	\$147.00 / Hour
Field Coordinator / Field Supervisor.....	\$122.00 / Hour
NACE Level I Technician.....	\$127.00 / Hour
NACE Level II Technician.....	\$142.00 / Hour
NACE Level III Technician.....	\$193.00 / Hour
NDT Steel/ASNT Level I Technician.....	\$122.00 / Hour
NDT Steel/ASNT Level II Technician.....	\$127.00 / Hour
NDT Steel/ASNT Level III Technician.....	\$193.00 / Hour
NDT Steel/AWS Certified Welding Inspector.....	\$122.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level I Inspector.....	\$127.00 / Hour
NDT Steel/AWS Certified Welding & ASNT Level II Inspector.....	\$138.00 / Hour
Metals QA/QC Manager I.....	\$189.00 / Hour
Metals QA/QC Manager II.....	\$194.00 / Hour
Metals QA/QC Manager III.....	\$200.00 / Hour
Professional Land Surveyor I.....	\$158.00 / Hour
Professional Land Surveyor II.....	\$189.00 / Hour
Professional Land Surveyor III.....	\$210.00 / Hour
Professional Land Surveyor IV.....	\$235.00 / Hour
Project Professional I.....	\$147.00 / Hour
Project Professional II.....	\$159.00 / Hour
Project Professional III.....	\$171.00 / Hour
Project Professional IV.....	\$183.00 / Hour
Project Professional V.....	\$196.00 / Hour
Project Professional VI.....	\$205.00 / Hour
Project Professional VII.....	\$220.00 / Hour
Senior Project Professional I.....	\$227.00 / Hour
Senior Project Professional II.....	\$238.00 / Hour
Senior Project Professional III.....	\$246.00 / Hour
Senior Project Professional IV.....	\$257.00 / Hour

Staff Position	Rate
Senior Project Professional V.....	\$267.00 / Hour
Senior Project Professional VI.....	\$277.00 / Hour
Senior Project Professional VII.....	\$287.00 / Hour
Project Manager I.....	\$153.00 / Hour
Project Manager II.....	\$164.00 / Hour
Project Manager III.....	\$175.00 / Hour
Project Manager IV.....	\$187.00 / Hour
Project Manager V.....	\$198.00 / Hour
Project Manager VI.....	\$210.00 / Hour
Project Manager VII.....	\$220.00 / Hour
Senior Project Manager I.....	\$230.00 / Hour
Senior Project Manager II.....	\$240.00 / Hour
Senior Project Manager III.....	\$250.00 / Hour
Senior Project Manager IV.....	\$260.00 / Hour
Senior Project Manager V.....	\$270.00 / Hour
Senior Project Manager VI.....	\$280.00 / Hour
Senior Project Manager VII.....	\$290.00 / Hour
Senior Project Manager VIII.....	\$300.00 / Hour
Senior Project Manager IX.....	\$315.00 / Hour
Principal I.....	\$285.00 / Hour
Principal II.....	\$295.00 / Hour
Principal III.....	\$305.00 / Hour
Principal IV.....	\$315.00 / Hour
Academia Consultant.....	Cost + 20%
Specialty Consultant	Cost + 20%

Printing Costs:

Copier Prints (Black and White/Color).....	\$0.17/Sheet
Plotter Prints (Black and White).....	\$0.85/Sq Ft
Plotter Prints (Color).....	\$1.50/Sq Ft
Mylar Prints.....	\$5.00/Sq Ft

Notes:

- Hourly rates for holidays, weekends, or work over 40 hours per week shall be 1.3 times the standard unit rates.
- Services provided in subsequent years to be billed at 1.05 times above rates unless new rate schedule is approved.
- Equipment, tests, vehicle mileage, meals, lodging, air travel, freight, delivery, printing, non-general overhead, etc. are not included in above personnel rates. Unless stated otherwise, such costs will be invoiced at cost plus 20%.
- A two hour minimum charge per site visit will be applied to all technician level staff positions.
- A 24-hour advance notice is requested for scheduling or canceling all personnel field services.
- Sub-Consultants billed through TTL shall be subject to an additional 10 percent administrative fee.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase 30%	\$26,250.00
Design Phase 60%	\$26,250.00
Design Phase 90%	\$26,250.00
Design Phase 100%	\$8,750.00
Pre-Bid to Pre-Construction Phase.....	\$7,500.00
Construction Phase	\$120,000.00

<u>Base Contract Amount</u>	<u>\$ 215,000.00</u>
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Additional Services (If requested in writing by the City Engineer).....\$ 30,000.00

<u>Total Contract Amount including Additional Services</u>	<u>\$ 245,000.00</u>
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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
 - Addenda
- 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	ADDITIONAL INSURED	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 ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG
	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 ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
Project Name: Project Number: 20xx-3005-xx						
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).						
CERTIFICATE HOLDER				CANCELLATION		
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE		

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/5/2024

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 Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Mitchell Walck PHONE (A/C, No, Ext): 470.582.9324 E-MAIL ADDRESS: greylingcerts@greyling.com FAX (A/C, No): 470.582.9324														
INSURED TTL, Inc. 3516 Greensboro Ave Tuscaloosa, AL 35401	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: The Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B: The Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER C: Travelers Property Casualty Co of Amer</td><td>25674</td></tr><tr><td>INSURER D: The Travelers Indemnity Company of CT</td><td>25682</td></tr><tr><td>INSURER E: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Charter Oak Fire Insurance Company	25615	INSURER B: The Phoenix Insurance Company	25623	INSURER C: Travelers Property Casualty Co of Amer	25674	INSURER D: The Travelers Indemnity Company of CT	25682	INSURER E: Scottsdale Insurance Company	41297	INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)	
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INSURER E: Scottsdale Insurance Company	41297														
INSURER F: AL Workers Comp Self Ins Fund (AlaCOMP)															

COVERAGES**CERTIFICATE NUMBER:** 61066110**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			6304X460787	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 DRONE LIABILITY \$ Included
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			8104X118527	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP4X374314	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D F	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	UB4X119259 PUAL129001	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
E	Pollution Liability			VRS0007103	1/1/2024	1/1/2025	Claim Limit 11,000,000 Claims Agg Limit 12,000,000

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

Re: Project Name: 2025 CIP Eslava Creek Lleyan Ave to Montlmar Project Number: 2025-3005-09.

City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

The above referenced liability policies are primary & non-contributory where required by written contract.

Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2024

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 Risk Strategies Company 2081 Columbiana Road Birmingham, AL 35242 www.risk-strategies.com	CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): E-MAIL ADDRESS: jmurk@risk-strategies.com FAX (A/C, No):														
INSURED TTL, Inc. P.O. Drawer 1128 Tuscaloosa AL 35403-1128	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Berkley Insurance Company (A+, XV)</td><td>32603</td></tr><tr><td>INSURER B: Travelers Excess and Surplus Lines Co</td><td>29696</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Berkley Insurance Company (A+, XV)	32603	INSURER B: Travelers Excess and Surplus Lines Co	29696	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Berkley Insurance Company (A+, XV)	32603														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 82941459**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			AEC-9077178-08	6/1/2024	6/1/2025	Each Claim \$1,000,000 Aggregate \$1,000,000 Each Claim/Aggregate \$5,000,000
B	Cyber Liability			CYB-108097280-00	10/1/2024	10/1/2025	

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

Re: Project #2025-3005-09, 2025 CIP Eslava Creek Lleyn Ave to Montlimar.

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P.O. Box 1827
Mobile AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

Michael Jackson

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STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

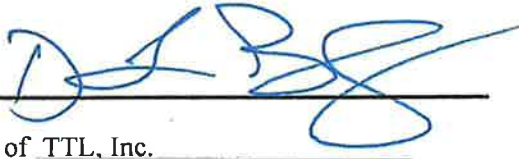
Before me, a Notary public, personally appeared H. Dean McClure (affiant) who, being duly sworn says as follows:

CFO of TTL, 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 CFO for TTL, 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 TTL, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 131102.



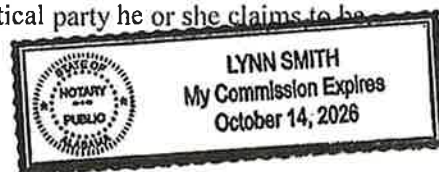
CFO of TTL, Inc.

Sworn to and subscribed before me this the 5 day of December, 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



**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 the TTL, Inc. (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 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 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@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

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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

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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.
- 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,

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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 TTL, Inc.	
Name (Please Type or Print) James R Poland	Title
Signature Electronically Signed	Date 06/25/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/25/2008

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	TTL, Inc.
Company Facility Address	3516 Greensboro Ave Tuscaloosa, AL 35401
Company Alternate Address	
County or Parish	TUSCALOOSA
Employer Identification Number	630585231
North American Industry Classification Systems Code	541
Parent Company	TTL, Inc.
Number of Employees	100 to 499
Number of Sites Verified for	6

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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:

ALABAMA	3 site(s)
GEORGIA	2 site(s)
TENNESSEE	1 site(s)

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

Name James R Poland
Phone Number (205) 345 - 0816 ext. 1159
Fax Number (205) 343 - 0646
Email Address jpoland@ttlusa.com

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OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

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

or
P.O. Box 1948
Mobile, AL 36633

DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH		APR MAY JUNE		JULY AUG SEPT OCT NOV DEC FINAL	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
\$		\$		\$		OFFICE USE ONLY (Verification)	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____
SIGNATURE: _____ (Title) _____ (Date)



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: Archiquekidd@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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Via email: Archieque.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	
Address	
Telephone	
E-Mail	

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: _____

Signature: _____ Date: _____

Title: _____

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: _____ Title: _____

Email: _____ Phone: _____

Page 2 of 5

Subcontractor/Supplier Plan rev. 7/29/2021



Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Please Print Company _____ Your Bid/Proposal Amount \$ _____

Description	
1	1

Name of Bidder/Proposer: _____

[illegible]



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

Form 2: Good Faith Effort Documentation

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

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified 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. _____

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archonique.bidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: TTL Inc.

Certified DBE:

YES

☒ NO

Contract Start Date:

DESCRIPTION: 2025 CIP Eslava Creek Lleya Ave to Montlimar

Estimated Completion Date:

This report is for the month of:

JAN
FEB
MARCH

APR
MAY
JUNE

JULY
AUG
SEPT

OCT
NOV
DEC

FINAL

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$ 215,000.00	\$	\$	\$	

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)
McCroy & Williams Inc.	Survey/Construction Services	\$ 32,500	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$ 32,500	\$	\$	

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: Andy McCartney

SIGNATURE: 

Assistant Mayor
(Title)

12/11/21
(Date)



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

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Via email: arctiquekidd@cityofmobile.org
251.208.7067
205 Government Street, 5th Floor

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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: AcquiesceKidd@cityofmobile.org
251.208.7907
2016 Governmental Seal, 5th Floor

Section I. Information about your company
FORM 1: Background and Plan

Company	TTL, Inc.
Address	9797 Timber Circle, Ste. A Daphne, AL 36527
Telephone	(251) 332.3600
E-Mail	amccartney@ttlusa.com

RFP/RFQ Solicitation Number	
Project Description	2025 CIP Eslava Creek Lleyln Ave to Montlmar
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☐ Female ☐ Minority ☐ Non-minority ☐ SDVC ☐
Total # of Employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Andy McCarney

Signature: *Andy McCarney* Date: 2/11/24

Title: Regional 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: Kyle Melton Title: Project Manager

Email: kmelton@ttlusa.com Phone: (251)332.3600



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

Form 2: Good Faith Effort Documentation

Name of Bidder: TTL, Inc.

Contact Person: Andy McCartney

Phone (251)332.3600

Email amccartney@ttlusa.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
Yes		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.



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

N/A		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
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:

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1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
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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.



9797 Timber Circle, Suite A
Daphne, AL 36527
251.332.3600
www.TTLUSA.com

TRANSMITTAL

DATE: December 10, 2024

TO: Mr. Noel Berry, P.E.
City of Mobile Engineering Department

HAND DELIVERED

ATTN: Mr. Noel Berry, P.E.

RE: 2025 CIP Eslava Creek Lley Avenue to Montlimar
Engineering Contract

DESCRIPTION:

Copies	Date	No.	Description
5	12/10/2024		Engineering Contract for Signature/Execution

☐ For Your Use

☐ Approved as Submitted

☐ For Your Approval

☐ Approved with Changes as Noted

☐ For Your Review

☐ Returned for Corrections

☐ As Requested

☒ For Signatures

REMARKS:

Noel: Please see attached engineering contract for signature and execution. Please send us a scanned copy upon execution. Thanks!

BY: TTL, Inc.


Andy McCartney, P.E.

cc: File



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Lynn Burns

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Burns

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

n/a



AGENDA ITEM SUMMARY SHEET

Agenda of: January 2, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Jessica Vick

Amount of Contract:

n/a

Funding Source

n/a

ATTACHMENTS:

1. Resolution for Settlement Agreement and Release of Claims - Vick

REVIEWERS:

Rebecca Barfield

Chris Kern

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk

\\City\lawssrv\cycom\WPDocs\D011\P006\00134001.doc