



P.O. BOX 579 BAY MINETTE, ALABAMA 36507

OFFICE: 251-937-9594
FAX: 251-937-9611

April 26, 2022

City of Foley
407 E. Laurel Avenue
Foley, AL 36536

Attn: Mayor Ralph Hellmich

Ref: Bid for Foley Pride Pocket Park
Project No. ENGR-042622B

Mayor Hellmich:

This letter is to inform you that I, Jennifer M. Mitchell, Managing Member for Stuart Construction LLC, give authorization to Mitch Pate to make any changes to the enclosed bid for the above referenced project.

Thanking you in advance,

A handwritten signature in blue ink that reads 'Jennifer M. Mitchell'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jennifer M. Mitchell
Member

**SECTION 004100
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Foley (Owner)

1.02 FOR:

- A. Project: Foley Pride Pocket Park
B. Owner's Project Number: ENGR-042622B
PPIN: 13728
Foley, Alabama 36535

1.03 DATE: 4/26/22 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Stuart Construction LLC
1. Address 215 E. 1st Street
2. City, State, Zip Bay Minette, AL 36507

1.05 OFFER

- A. Sales Tax Exemption.
1. This project qualifies as a tax exempt project pursuant to "Sales and Use Tax Division Administrative Rule 810-6-3.77". Tax shall not be included in the bid price but shall be noted separately on ABC Form C-3A which are included in the bid packet.
- B. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by WAS Design, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- C. Five Hundred Forty Four Thousand dollars
(\$ 544,000.00), in lawful money of the United States of America.
- D. We have included the required security Bid Bond as required by the Instruction to Bidders.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
1. The cost of the required performance assurance bonds is Three Thousand Five Hundred dollars
(\$ 3,500.00), in lawful money of the United States of America.
- F. All applicable federal taxes are included and State of Alabama taxes are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:

- B. Complete the Work in 22 calendar weeks from Notice to Proceed.
(Bidder to enter number of weeks.)

1.08 UNIT PRICES

- A. Unit prices for the project are included as an attachment to this Bid Form.

1.09 CHANGES TO THE WORK

- A. When Landscape Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 15 percent overhead and profit on the net cost of our own Work;
 2. 15 percent on the cost of work done by any Subcontractor.
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 0 of the overhead and profit percentage noted above.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # 1 Dated 4-25-22.
 2. Addendum # 2 Dated 4-25-22.

1.11 BID FORM SIGNATURE(S)

- A. Stuart Construction LLC
- B. (Bidder - print the full name of your firm)
- C. was hereunto affixed in the presence of:
- D. Jennifer M. Mitchell-Managing Member
- E. (Authorized signing officer, Title)

1.12 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION

FOLEY PRIDE POCKET PARK
SECTION 004322 UNIT PRICES FORM

Prepared by WAS Design, Inc.
 4/25/2022



MOBILIZATION

CODE	DESCRIPTION		UNIT	UNIT COST	TOTAL
	MOBILIZATION	1	LS	\$ 165,362. ⁵⁰	\$ 165,362. ⁵⁰

MOBILIZATION SUB-TOTAL \$ 165,362.⁵⁰

DEMOLITION

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
D-101	REMOVE EXISTING CONCRETE AND BASE MATERIAL, SAW CUT AT EDGE TO ENSURE CLEAN TRANSITION. DISPOSE OF MATERIALS APPROPRIATELY.	8	CY	\$ 300	\$ 2,400
D-102	REMOVE EXISTING TREE & GRIND STUMP. DISPOSE OF MATERIALS APPROPRIATELY	6	EA	\$ 750	\$ 4,500
D-103	REMOVE EXISTING BENCH & ALL ASSOCIATED MATERIALS. DISPOSE OF MATERIALS APPROPRIATELY.	4	EA	\$ 250	\$ 1,000
D-104	REMOVE EXISTING VEGETATION AND SOD. DISPOSE OF MATERIALS APPROPRIATELY.	143	CY	\$ 20	\$ 2,860
D-105	REMOVE EXISTING UNITED METHODIST CHURCH SIGN & RETURN TO CHURCH. COORDINATE WITH CHURCH STAFF.	1	EA	\$ 100	\$ 100
D-106	LIGHT POLE TO BE REMOVED BY RIVIERA UTILITIES. POWER TO BE RUN UNDERGROUND. CONTRACTOR TO COORDINATE THROUGH THE CITY PROJECT MANAGER.	1	LS	TO BE COMPLETED BY RIVIERA UTILITIES	
F-101	TREE PROTECTION FENCE. ALL DEMO ITEMS WITHIN FENCING TO BE REMOVED PRIOR TO FENCE INSTALLATION. EFFORT SHALL BE TAKEN TO MINIMIZE GROUND DISTURBANCE IN THIS AREA.	73	LF	\$ 6	\$ 438

DEMOLITION SUB-TOTAL \$ 11,298

GRADING & DRAINAGE

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
32-09	TRENCH DRAIN, DURA SLOPE TRENCH DRAIN BY NDS. GRATE: LIGHT GRAY PLASTIC PERFORATED CHANNEL GRATE. GRATE PART NO. DS-670	10	LF	\$ 200	\$ 2,000
32-10	CATCH BASIN, 12" FLAT GRATE BY NDS. GRATE COLOR: GREEN	2	EA	\$ 1,500	\$ 3,000
32-11	FRENCH DRAIN, 4" EZFLOW FRENCH DRAIN BY NDS	169	LF	\$ 30	\$ 5,070
	FILL & FINE GRADING	± 750	CY	\$ 22	\$ 16,500

GRADING & DRAINAGE SUB-TOTAL \$ 26,570

HARDSCAPE**03 CONCRETE**

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
03-01	CONCRETE PAVING, 3,500 PSI CONCRETE, 5" THICK, MEDIUM BROOM FINISH	1,066	SF	\$ 13. ⁵⁰	\$ 14,391
03-02	CONCRETE STEP, 36" TREAD X 6" RISER, 4,000 PSI CONCRETE, MEDIUM BROOM FINISH WITH RIBBED SAFETY NOSING. QUANTITY NOTED INDICATES TOTAL TREAD LENGTH AT 36" WIDTH.	138	LF	\$ 84	\$ 11,592
03-03	CONCRETE STEP, 14" DEEP X 6" RISER, +/-10.5' WIDE TREAD, 4,000 PSI CONCRETE, MEDIUM BROOM FINISH WITH RIBBED SAFETY NOSING	13	EA	\$ 485	\$ 6,305
03-04	CONCRETE, BENCH UNDERSLAB	72	SF	\$ 50	\$ 3,600
03-05	CONCRETE PAVING, 3,500 PSI CONCRETE, 6" THICK, MEDIUM BROOM FINISH	308	SF	\$ 13. ⁵⁰	\$ 4,158

05 METALS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
05-01	HANDRAIL, STAINLESS STEEL, ROUND TUBING, 1.5" DIA.	123	LF	\$ 162	\$ 19,926

13 SPECIAL CONSTRUCTION

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
13-01	ENTRANCE SIGN. BRICK MONUMENT SIGN WALL BY CONTRACTOR. SIGNFACE & LIGHTING TO BE PROVIDED & INSTALLED BY OWNER.	1	EA	\$ 6,100	\$ 6,100

32 EXTERIOR IMPROVEMENTS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
32-01	UNIT PAVER FIELD, 4"X16" PLANK PAVERS BY TREMRON, COLOR: TAN, PATTERN: RUNNING BOND AS SHOWN	2,402	SF	\$ 19	\$ 45,638
32-02	UNIT PAVER FIELD, 8"X8" PARK PLAZA PAVERS BY TREMRON, COLOR: TAUPE, PATTERN: 45 DEGREE AS SHOWN	817	SF	\$ 19	\$ 15,523
32-03	UNIT PAVER BAND, 4"X16" PLANK PAVERS BY TREMRON, COLOR: TAN, PATTERN: SAILOR COURSE	595	LF	\$ 10	\$ 5,950
32-04	UNIT PAVER BAND, 8"X8" PARK PLAZA PAVERS BY TREMRON, COLOR: TAUPE, PATTERN: SAILOR COURSE	339	LF	\$ 10	\$ 3,390
32-05	RETAINING WALL, PIP CONCRETE, 4,000 PSI, 8" WIDE, MEDIUM BROOM FINISH, HT. VARIES	170	LF	\$ 140	\$ 23,600
32-06	RETAINING WALL, PIP CONCRETE, 4,000 PSI, 18" WIDE, MEDIUM BROOM FINISH, HT. VARIES	167	LF	\$ 147	\$ 24,549
32-07	RETAINING WALL, PIP CONCRETE, 4,000 PSI, 12" WIDE, , MEDIUM BROOM FINISH, HT. VARIES	45	LF	\$ 140	\$ 6,300
32-08	EXPANSION JOINT, GRAPHICALLY DEMONSTRATED ON PLAN AS LIGHT BLUE LINE	113	LF	\$ 10	\$ 1,130

HARDSCAPE SUB-TOTAL \$ 192,352

LANDSCAPE
TREES & PALMS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
LN	`NATCHEZ` CRAPE MYRTLE / LAGERSTROEMIA INDICA `NATCHEZ`	7	EA	\$ 1,350	\$ 9,450

SHRUBS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
DT	CINNAMON GIRL DISTyliUM / DISTyliUM X `PIIDIST-V` TM	55	EA	\$ 30	\$ 1,650
PT	MOJO JAPANESE PITTOSPORUM / PITTOSPORUM TOBIRA `MOJO`	25	EA	\$ 30	\$ 750
PM	PODOCARPUS / PODOCARPUS MACROPHYLLUS	17	EA	\$ 30	\$ 510
SB	SWEET VIBURNUM / VIBURNUM ODORATISSIMUM	25	EA	\$ 30	\$ 750
LB	BREEZE GRASS / LOMANDRA LONGIFOLIA `BREEZE`	149	EA	\$ 12	\$ 1,788
MS	ADAGIO MAIDEN GRASS / MISCANTHUS SINENSIS `ADAGIO`	22	EA	\$ 00.12	\$ 264

GROUND COVERS

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
LM	PURPLE TRAILING LANTANA / LANTANA MONTEVIDENSIS	111	EA	\$ 12	\$ 1,332
RM	PEACH DRIFT ROSE / ROSA X `MEIGALPIO`	112	EA	\$ 30	\$ 3,360

SOD

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
SOD	TIFWAY 419 BERMUDA GRASS / CYNODON DACTYLON `TIFWAY 419`	5,700	SF	\$ 0.69	\$ 3,933

LANDSCAPE SUB-TOTAL \$ 23,787

IRRIGATION

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
RAIN BIRD 1806-SAM-PRS 5 SERIES MPR	8	EA	\$ 20	\$ 160
RAIN BIRD 1806-SAM-PRS 8 SERIES MPR	24	EA	\$ 20	\$ 480
RAIN BIRD 1806-SAM-PRS 10 SERIES MPR	15	EA	\$ 80	\$ 1,200
RAIN BIRD 1806-SAM-PRS 12 SERIES MPR	28	EA	\$ 80	\$ 2,240
RAIN BIRD 1806-SAM-PRS 15 SERIES MPR	23	EA	\$ 80	\$ 1,840
RAIN BIRD 1812-SAM-PRS 5 SERIES MPR	17	EA	\$ 80	\$ 1,360
RAIN BIRD 1812-SAM-PRS 8 SERIES MPR	44	EA	\$ 60	\$ 2,640
RAIN BIRD 1812-SAM-PRS 10 SERIES MPR	5	EA	\$ 60	\$ 300
RAIN BIRD 1812-SAM-PRS 12 SERIES MPR	9	EA	\$ 60	\$ 540
RAIN BIRD 1812-SAM-PRS 15 SERIES MPR	19	EA	\$ 60	\$ 1,140

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
RAIN BIRD PGA 1-1/2"	2	EA	\$ 100	\$ 200
RAIN BIRD PGA 1"	9	SF	\$ 100	\$ 900
APOLLO VALVES 4A104A4F 3/4"	1	EA	\$ 100	\$ 100
RAIN BIRD ESP12LXMEF-LXMMSS	1	EA	\$ 100	\$ 100
RAIN BIRD WR2-RFS	1	EA	\$ 100	\$ 100
IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1"	1880	LF	\$ 5	\$ 9,400
IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/2"	23.8	LF	\$ 5	\$ 119
IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1 1/2"	270.1	LF	\$ 5 5	\$ 1,350. ⁵⁰
PIPE SLEEVE: PVC SCHEDULE 40	57.5	LF	\$ 30	\$ 1,725

IRRIGATION SUB-TOTAL \$ 25,894.⁵⁰

LIGHTING

MANUFACTURER / MODEL	QTY	UNIT	UNIT COST	TOTAL
RECEPTACLE, 4-SOCKET, GFI	7	EA	\$ 340	\$ 2,380
CAMERA CONTRACTOR TO PROVIDE CONDUIT WITH PULL STRING FROM EXISTING POWER POLE NOTED ON PLANS. CITY TO PROVIDE & INSTALL CAMERA & WIRING.	1	EA	\$ 640	\$ 640
FX LUMINAIRE FC-GW-90 LARGE SCALE IN GRADE FIXTURE. 4" DIA X 5.7" H.	12	EA	\$ 315	\$ 3,780
FX LUMINAIRE LM BEST UTILIZED IN WALLS AND ADJACENT TO STAIRWAYS. 9" W X 3.5" H X 2.375" D.	33	EA	\$ 305	\$ 10,065
FX LUMINAIRE FB FITS WELL INTO TIGHT SPACES. 7.5" H X 2.0" DIA.	17	EA	\$ 327	\$ 5,559
POLE LIGHT MODEL #AUCL2 UTILITY ARLINGTON SERIES LUMINAIRE FULL CUTOFF LED2 BY HOLOPHANE, POLE:12' ARLEN 17 MODIFIED STRUCTURAL STRAIGHT FLUTED ALUMINUM POLE BY HAPCO. COLOR: BLACK. FOUNDATION TO BE 18" DIA X 30" CONCRETE FOUNDATION W/ 3" ABOVE FINISHED GRADE. TOP EDGE TO RECEIVE 3/4" X 45 DEG RADIUS. PROVIDE FOUNDATION WITH ANCHOR BOLTS SUPPLIED WITH LAMP POST AND ENCASED CONDUIT AS REQUIRED.	2	EA	\$ 5,004	\$ 10,008
FX LUMINAIRE DE TREE MOONLIGHT. DOWN LIGHT IDEAL FOR LARGE APPLICATIONS. 9.7" H X 3.0" DIA.	3	EA	\$ 410	\$ 1,230
SIGN POWER POWER SUPPLY FOR INTERIOR ILLUMINATED ENTRY SIGN, RE: SIGN DETAIL. COORDINATE WITH SIGNAGE CONTRACTOR.	1	EA	\$ 1,044	\$ 1,044
POLE SECURITY CAMERA POLE, 16' H ROUND TAPERED ALUMINUM POLE BY VALMONT STRUCTURES. 4-BOLT ANCHOR BASE. POLE TO HAVE FESTOON TO ACCEPT GFI OUTLET	1	EA	\$ 2,805	\$ 2,805
ELECTRICAL PANEL, 120 VAC MOUNTED ON SHORT WOOD FRAME	1	EA	\$ 2,105	\$ 2,105
FX LUMINAIRE LUXOR 300	2	EA	\$ 550	\$ 1,100

LIGHTING SUB-TOTAL \$ 40,761

FURNITURE

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
12-01	CONTRABASS CHIMES, BY FREENOTES HARMONY PARK, SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR TO PURCHASE & INSTALL	1	EA	\$ 10,000	\$ 10,000
12-02	TUNED DRUMS, BY FREENOTES HARMONY PARK, SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR TO PURCHASE & INSTALL	1	EA	\$ 5,000	\$ 5,000
12-03	IMBARIMBA, BY FREENOTES HARMONY PARK, SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR TO PURCHASE & INSTALL	1	EA	\$ 6,400	\$ 6,400
12-04	PEGASUS, BY FREENOTES HARMONY PARK, SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR TO PURCHASE & INSTALL	1	EA	\$ 6,400	\$ 6,400
12-05	SWIRL, BY FREENOTES HARMONY PARK, SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATION. CONTRACTOR TO PURCHASE & INSTALL	1	EA	\$ 8,600	\$ 8,600
12-06	BENCH, LAMPLIGHTER WITH BACK BY KEYSTONE RIDGE DESIGNS, MODEL #L26, COLOR: GLOSS BLACK. CAST ON NAME PLATE: CITY OF FOLEY.	3	EA	\$ 1,925	\$ 5,775
12-07	PICNIC TABLE, DUMOR TABLE SET 475-601-1 72" STEEL ADA PICNIC TABLE. FRAME: TEXTURED STEEL, SILVER. TABLETOP AND SEATS IN IPE. SURFACE MOUNT INSTALL PER MANUFACTURER'S INSTRUCTIONS.	1	EA	\$ 6,500	\$ 6,500
12-17	TRASH RECEPTACLE, DUMOR 474-32-BT 32GAL STEEL RECEPTACLE WITH SLATS. TEXTURED SILVER COLOR TO MATCH PICNIC TABLE. IPE SLATS. COVERED TOP DEPOSIT WITH 10" OPENING. INSTALL PER MANUFACTURER'S INSTRUCTIONS ON 4" CONCRETE BASE THAT IS SAME RADIUS AS BOTTOM OF UNIT. FINISH ELEVATION OF BASE SHOULD BE 1" ABOVE ADJACENT GRADE.	4	EA	\$ 2,325	\$ 9,300

FURNITURE SUB-TOTAL \$ 57,975

PROJECT SUB-TOTAL \$ 544,006

NOTE: Any discrepancies b/t plans & bid forms shall be reported to Landscape Architect upon discovery.

FOLEY PRIDE POCKET PARK BID ALTERNATE #1**SECTION 004323 ALTERNATES FORM**

Prepared by WAS Design, Inc.

4/25/2022

**FURNITURE**

CODE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
12-01	CONTRABASS CHIMES, BY FREENOTES HARMONY PARK. OWNER TO PURCHASE & PROVIDE. CONTRACTOR TO INSTALL. INSTRUMENTS TO BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.	1	EA	\$(9,500)	\$(9,500)
12-02	TUNED DRUMS, BY FREENOTES HARMONY PARK. OWNER TO PURCHASE & PROVIDE. CONTRACTOR TO INSTALL. INSTRUMENTS TO BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.	1	EA	\$(4,500)	\$(4,500)
12-03	IMBARIMBA, BY FREENOTES HARMONY PARK. OWNER TO PURCHASE & PROVIDE. CONTRACTOR TO INSTALL. INSTRUMENTS TO BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.	1	EA	\$(5,900)	\$(5,900)
12-04	PEGASUS, BY FREENOTES HARMONY PARK. OWNER TO PURCHASE & PROVIDE. CONTRACTOR TO INSTALL. INSTRUMENTS TO BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.	1	EA	\$(5,900)	\$(5,900)
12-05	SWIRL, BY FREENOTES HARMONY PARK. OWNER TO PURCHASE & PROVIDE. CONTRACTOR TO INSTALL. INSTRUMENTS TO BE SURFACE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS.	1	EA	\$(8,000)	\$(8,000)

BID ALTERNATE SUB-TOTAL \$ (33,800)

NOTE: Any discrepancies b/t plans & bid forms shall be reported to Landscape Architect upon discovery.

PROPOSAL FORM

To: City of Foley Date: 4/26/22
(Awarding Authority)

In compliance with the Advertisement for Bids and subject to all the conditions thereof, the undersigned

Stuart Construction LLC

(Legal Name of Bidder)

hereby proposes to furnish all labor and materials and perform all work required for the construction of
WORK Foley Pride Pocket Park

Project No. ENGR-042622B

in accordance with Drawings and Specifications, dated 4/8/22, prepared by
WAS-Design, Inc., Architect/Engineer.

The Bidder, which is organized and existing under the laws of the State of Alabama,
having its principal offices in the City of Bay Minette,
is: ☐ a Corporation ☐ a Partnership ☐ an Individual ☒ (other) Limited Liability Company

LISTING OF PARTNERS OR OFFICERS: If Bidder is a Partnership, list all partners and their addresses; if Bidder is a Corporation, list the names, titles, and business addresses of its officers:

Jennifer M. Mitchell, Managing Member, PO Box 40, Bay Minette, AL

Thomas W. Mitchell, II, Member, PO Box 40, Bay Minette, AL

Thomas E. Mitchell, Member, PO Box 10, Bay Minette, AL

BIDDER'S REPRESENTATION: The Bidder declares that it has examined the site of the Work, having become fully informed regarding all pertinent conditions, and that it has examined the Drawings and Specifications (including all Addenda received) for the Work and the other Bid and Contract Documents relative thereto, and that it has satisfied itself relative to the Work to be performed.

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. 1 through 2 inclusively.

BASE BID: For construction complete as shown and specified, the sum of Five Hundred Forty Four Thousand 400/100 Dollars (\$ 544,000.00)

ALTERNATES: If alternates as set forth in the Bid Documents are accepted, the following adjustments are to be made to the Base Bid:

For Alternate No. 1 (Delete Instrument Material) ☐ (add) ☒ (deduct) \$ (33,800.00)
(Insert key word for Alternate)

For Alternate No. 2 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 3 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 4 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 5 (.....) ☐ (add) ☐ (deduct) \$ _____

For Alternate No. 6 (.....) ☐ (add) ☐ (deduct) \$ _____

UNIT PRICES - (Attach to this Proposal Form the unit prices, if any, on a separate sheet.)

BID SECURITY: The undersigned agrees to enter into a Construction Contract and furnish the prescribed Performance and Payment Bonds and evidence of insurance within fifteen calendar days, or such other period stated in the Bid Documents, after the contract forms have been presented for signature, provided such presentation is made within 30 calendar days after the opening of bids, or such other period stated in the Bid Documents. As security for this condition, the undersigned further agrees that the funds represented by the Bid Bond (or cashier's check) attached hereto may be called and paid into the account of the Awarding Authority as liquidated damages for failure to so comply.

Attached hereto is a: (Mark the appropriate box and provide the applicable information.)

☒ Bid Bond, executed by Western Surety Company as Surety,
☐ a cashier's check on the _____ Bank of _____,
for the sum of _____
Dollars (\$ _____) made payable to the Awarding Authority.

BIDDER'S ALABAMA LICENSE:

State License for General Contracting: 53256 Unlimited BC: Building Construction
License Number Bid Limit Type(s) of Work

CERTIFICATIONS: The undersigned certifies that he or she is authorized to execute contracts on behalf of the Bidder as legally named, that this proposal is submitted in good faith without fraud or collusion with any other bidder, that the information indicated in this document is true and complete, and that the bid is made in full accord with State law. Notice of acceptance may be sent to the undersigned at the address set forth below.

The Bidder also declares that a list of all proposed major subcontractors and suppliers will be submitted at a time subsequent to the receipt of bids as established by the Architect in the Bid Documents but in no event shall this time exceed twenty-four (24) hours after receipt of bids.

Legal Name of Bidder Stuart Construction LLC
Mailing Address PO Box 579, Bay Minette, AL 36507
* By (Legal Signature) Jennifer M. Mitchell
* Name & Title (print) Jennifer M. Mitchell, Manager Member (Seal)
Telephone Number 251-937-9594
Email Address jmittchell@stuartconstructionllc.com

* If other than the individual proprietor, or an above named member of the Partnership, or the above named president, vice-president, or secretary of the Corporation, attach written authority to bind the Bidder. Any modification to a bid shall be over the initials of the person signing the bid, or of an authorized representative.

Note: A completed DCM Form C-3A: Accounting of Sales Tax must be submitted with DCM Form C-3: Proposal Form. Submission of DCM Form C-3A is required, it is not optional. A proposal shall be rendered non-responsive if an Accounting of Sales Tax is not provided.

ACCOUNTING OF SALES TAX

Attachment to ABC Form C-3

Proposal Form

To: City of Foley Date: 4/26/22
(Awarding Authority)

NAME OF PROJECT Foley Pride Pocket Park
Project No. ENGR-042622B

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID:

\$ 16,000.00

Alternate No. 1 (.....) (Insert key word for Alternate)	(add)(deduct) \$ <u>0</u>
Alternate No. 2 (.....)	(add)(deduct) \$ _____
Alternate No. 3 (.....)	(add)(deduct) \$ _____
Alternate No. 4 (.....)	(add)(deduct) \$ _____
Alternate No. 5 (.....)	(add)(deduct) \$ _____
Alternate No. 6 (.....)	(add)(deduct) \$ _____

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 Stuart Construction LLC
Mailing Address PO Box 579, Bay Minette, AL 36507
* By (Legal Signature) Jennifer M. Mitchell
* Name (type or print) Jennifer M. Mitchell (Seal)
* Title Managing Member
Telephone Number 251-937-9594

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

Stuart Construction, LLC
P.O. Box 579
Bay Minette, AL 36507

SURETY:

Western Surety Company
P.O. Box 5077
Sioux Falls, SD 57117-5077

OWNER:

City of Foley
200 W. Laurel Ave.
Foley, AL 36536

BOND AMOUNT: 5% of Accompanied Bid no more than \$10,000

PROJECT: Foley Pride Pocket Park

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

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of April, 2022

(Witness)

(Witness)

Stuart Construction, LLC

(Principal)

(Seal)

(Title)

Jennifer Mitchell / Managing Member

(Surety) Western Surety Company

(Seal)

Christopher Blackmon / Attorney-in-fact

Init.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jack Blackmon Jr, Christopher Blackmon, Individually

of Bay Minette, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 13th day of September, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

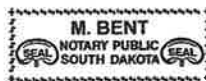
State of South Dakota
County of Minnehaha

} ss

On this 13th day of September, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/25/2022

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 Blackmon Insurance Agency 4 Hand Ave Bay Minette AL 36507	CONTACT NAME: April Hollins	FAX (A/C. No.): (251) 937-9591	
	PHONE (A/C. No. Ext.): (251) 937-9585	E-MAIL ADDRESS: april@blackmoninsurance.net	
INSURED Stuart Construction, LLC P.O. Box 579 Bay Minette AL 36507-	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acadia Insurance Company		31325
	INSURER B: Alabama Home Builders SIF		FUND
	INSURER C: Safety National Casualty Corporation		15105
	INSURER D: Union Insurance Company		25844
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CPA4424966-44	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	CAA4511194-40	10/15/2021	10/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	CPA4424966-44	10/15/2021	10/15/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Comp Ops Agg \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	001-2022-35858-00 SP 4064106	01/01/2022	01/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Equipment Coverage			CPA4424966-44	10/15/2021	10/15/2022	Limit(Rented/Leased) \$250,000 Deductible \$1,000

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

CERTIFICATE HOLDER

CANCELLATION

AI 010210

City of Foley 200 W. Laurel Ave. Foley AL 36536-	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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STATE OF ALABAMA



BID LIMIT: U
AMOUNT: UNLIMITED

LICENSE NO.: 53256
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

STUART CONSTRUCTION LLC

BAY MINETTE, AL 36507

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION

until June 30, 2022

when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

20th day of May, 2021

SECRETARY-TREASURER

W. H. Dancy

CHAIRMAN

W. H. Dancy

172898