AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 28, 2023, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Public Safety Chaplain Patricia Evans
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   November 14, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Christian Miller - Provide overview of efforts underway at the watershed by the Western Delta Watershed Management Planning team.

    John Young - Give information about "Men United Against Violence" family rally to encourage a return to traditional families.

    Alice Donoghue - Request help with funding a non-profit that helps feed and clothe the homeless in District 3.

    Pamela Dubose - Request a 3-way yellow light be installed at the corner of Halls Mill Road and Riviere Du Chien.

    Thomas Holmes - The Arc of Mobile County, Inc. previous request for a performance contract to open a new day program serving citizens with

developmental disabilities.

Clinton Johnson, Sr., - Comments about policing in Mobile.

Alex Lofton - Safety of citizens and the death of Jawan Dallas.

Rev. Tonny Algood - Bodycams and standards of conduct within the MPD.

La Tanga Thompson - Bodycam video of Jawan Dallas.

Betty Kay Martin - Jawan Dallas.

Carrie Williams - Jawan Dallas.

Timothy Hollis - Media reports and Mayor's comments about Jawan Dallas bodycam video, call for resignation of Chief of Staff, City Attorney, and Police Chief.

11. CONSENT RESOLUTIONS HELD OVER

40-1173 Declare the structure at 401 Claude Harris Drive a public nuisance and order it demolished (sponsored by Councilmember Gregory).

12. CIP RESOLUTIONS HELD OVER

21-1271 Authorize contracts with Aeiker Construction Corporation for improvements to the combo fields at Trinity Park and Figures Park; $837,900.00 (sponsored by Councilmember Cory Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1272 Authorize contract with Harris Contracting Services, Inc. for drainage improvements, new playground installation, walking trail, and parking at Mill Street Park; $358,000.00 (sponsored by Councilmember Cory Penn and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

13. RESOLUTIONS HELD OVER

21-1273 Authorize contract with Blue Cross and Blue Shield of Alabama for stating the fees for third party administration of the City's health, dental and flexible spending accounts (sponsored by Mayor Stimpson) (submitted by Leslie Rey, Human Resources Dept.).

21-1274 Authorize contract with Michael Baker International, Inc. for US Hwy 45 Streetscape Improvements; $136,610.61 (sponsored by Councilman Penn and Mayor Stimpson) (Submitted by Nick Amberger Engineering Dept.).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-1278 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Bottles Up Mobile, Inc. for the Moonpie Drop; 160 St.

Francis St. (sponsored by Councilmember Carroll).

37-1279 Recommend approval to the ABC Board for issuance of a Special Events Retail License to Bottles Up Mobile, Inc. for Sip N Paint 2023; Mardi Gras Park (sponsored by Councilmember Carroll).

37-1280 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) License to Dauphin Market; 201 Dauphin St. (sponsored by Councilmember Carroll).

60-1281 Approve award of special bonus to the Administrative Services Employee of the Month; Montgomery (sponsored by Mayor Stimpson) (submitted by Joseph Snowden Admin. Services Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-1282 Approve purchase orders for fuel for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1283 Approve purchase order to Bay Concrete, Inc. for concrete for Public Services Dept.; $27,475.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1284 Approve purchase order to Intterra, LLC for annual subscription renewal of Intterra Operations Decision Support software for MFRD; $20,171.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1285 Authorize contract with Redd Pest Solutions of the Southeast, Inc. for pest control services at various City locations; $150,402.00 3-year total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-1286 Authorize amendment to contract with Republic Parking System, LLC for parking management services (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

16. CALL FOR PUBLIC HEARINGS

41-1287 Call for public hearing to rezone property located at 1065 and 1067 Schillinger Road, South from R-1 to B-3 (scheduled for January 2, 2024) (District 6).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 8:25 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 8:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	11/20/2023 - 11:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	11/20/2023 - 11:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	11/21/2023 - 4:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/21/2023 - 4:11 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Leverette, Tiereney	Approved	11/22/2023 - 10:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	11/22/2023 - 11:07 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:34 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Algood	Cover Memo	11/27/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:35 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Thu 11/23/2023 8:28 AM
To:City Clerk <cityclerk@cityofmobile.org>

CAUTION: External Email

Name: Rev. Tonny Algood

Date To Address Council: 2023-11-28

Address: 214-A De Sales Avenue

Email: tonnyalgood@gmail.com

Phone: 251-680-4266

Subject And Specific Questions: Bodycam and standards of conduct within the MPD.

Pertain To City Business: MPD is part of the City of Mobile

Signature: Rev. Tonny Algood

Signature Verify: X

Agree: X

Date Submitted: 2023-11-23 08:28:23

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:38 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:39 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/27/2023 - 10:49 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Gary Jackson, Municipal Enforcement Deputy Director

Sponsored by:

Councilmember Gina Gregory - District 7

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

10/24/2023

Funding Source

Project # 401 Claude Harris Drive - ME-080-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 401 Claude Harris Drive	Cover Memo	10/18/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	10/18/2023 - 11:22 AM
City Clerk	Gauthier, Lana	Approved	10/18/2023 - 4:06 PM

RESOLUTION

Sponsored by: Gina Gregory – District 7

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **401 CLAUDE HARRIS DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7 and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **401 CLAUDE HARRIS DRIVE** described as:

LOT 12 CADILLAC PARK SUB MBK 13/89 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel Number: 28 04 18 1 001 082

Last Assessed to: LOFTON ROBERT JR, PATRICIA GAIL LOFTO

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

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

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

October 16, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, October 24, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **401 CLAUDE HARRIS DRIVE.** OWNED BY OR MAY HAVE AN INTEREST: **LOFTON ROBERT JR, PATRICIA GAIL LOFTO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 28 04 18 1 001 082
COUNCIL DISTRICT 7 – GINA GREGORY
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

401 CLAUDE HARRIS DR

Property Details

PARCEL KEYX	00494012	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE		COUNCIL DISTRICT	7
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	~~N~~ Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE	~~25~~ 61	SCORE DISCRIPTION	~~Stabilize~~ Demolition

Notes

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 08/30/2023

Property Address: 401 Claude Harris Drive **District No:** 7

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

KEEP OUT
OCT 16 2023

OCT 16 2023

OCT 16 2023

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Alabama
2AR6806
OCT 16 2023

OCT 16 2023

OCT 16 2023

Affidavit of Mailed Notice

October 16, 2023

State of Alabama
County of Mobile

Subject Property – 401 Caude Harris Drive.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Robert Lofton, Jr. and
Patricia Gail Lofton
2275 Spring Grove East
Mobile, AL 36695-5319

September 6, 2023

RE: **401 Claude Harris Drive**
Project Number: ME-080-20

Dear Robert Lofton, Jr. and Patricia Gail Lofton:

On August 30, 2023 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 401 Claude Harris Drive.

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

LOT 12 CADILLAC PARK SUB MBK 13/89 #SEC 18 T4S R2W #MP28 04 18 1 001

Parcel Number: 28 04 18 1 001 082

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

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

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

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

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

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

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

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

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

a) Repair the structures / and or building by **October 21, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **October 21, 2023,** provide the Code Official with a work plan to accomplish the repairs by **October 21, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **October 21, 2023,** which is 45 days from the date of this NOTICE.

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

IV. **NOTICE is hereby given that on October 24, 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished/removal of debris

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 401 Claude Harris Drive Date: August 7, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: August 1, 2023

Per the Title Report, the owners are: Robert Lofton, Jr. and Patricia Gail Lofton and Roderick O. Lofton

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Robert Lofton, Jr. and Patricia Gail Lofton 2275 Spring Grove E Mobile AL 36695-5319	Owners with Life Estate Phone number 251-408-1729
2	Patricia Gail Lofton PO Box 10250 Prichard AL 36610-0250	Owners with Life Estate Phone number 251-458-1122 Phone number 251-342-3405 Phone number 251-405-0221
3	Roderick O. Lofton 338 Brown Thrush Rd. Savannah GA 31419-6091	Remainderman of Life Estate on Deed / alternate address Phone number 770-584-5491
4	Roderick O. Lofton 104 Oakcrest Dr. W. Savannah GA 31405-8158	Remainderman of Life Estate on Deed / alternate address
5	Owner 401 Claude Harris Dr Mobile AL 36608-4607	Subject Address

TAX STATUS: 2022 PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Robert Lofton, Jr. and Patricia Gail Lofton, recorded 8/26/20, inst. # 2020051858.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of improvements to the combo fields at Trinity Park and Figures Park.

Amount of Contract:

$837,900.00

Funding Source

Project # Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements PR-066-22 and PR

Discretionary Funds

Project String C0542 (Fig) and C0821 (Tri) Figures Park and Trinity Park - Combo Field Improvements(20002000-48010)

Contract Number:

Budget Amendment **REDUCE** **INCREASE**

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Combo field routing package	Cover Memo	11/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:50 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 11:35 AM
			11/16/2023 -

Legal	Kern, Chris	Approved	10:25 AM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 2:58 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	Aeiker Construction Corporation
Project Name:	Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements
Project Number:	PR-066-22 and PR-040-22
Amount:	$837,900.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Figures Park - Combo Field Improvements and Trinity Park - Combo Field Improvements

CAPITAL PROJECT #: C0542 (Figures) and C0821 (Trinity) (20002000-48010)

CONTRACT AMOUNT: $837,900.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-066-22 and PR-040-22

PROJECT DESCRIPTION: The work of this contract consists of improvements to the combo fields at Trinity Park and Figures Park. See Exhibit A (658 Donald Street and 3100 Bank Ave)

VENDOR NAME: Aeiker Construction Corporation

VENDOR NUMBER: 290374

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate_____

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

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

Prepared by: *Emma Dean* – Office Assistant I **Date:** 11/01/2023

AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607
City of Mobile Business License Number: 093998
Secretary of State Registration Number: 000 - 034 - 837

for the following Project:
(Name, location and detailed description)
Figures Park – Combo Field Improvements
658 Donald Street C
Mobile, Alabama 36617
PR-066-22
and
Trinity Gardens Park – Combo Field Improvements
3100 Bank Avenue
Mobile, Alabama 36617
PR-040-22

Figures Park:
The work of this contract consists of the demolition of an existing baseball field infield area and combo field areas, regraded and installing new sod, irrigation, foul poles, bases and a new batting cage.
Trinity Gardens Park:
The work of this contract consists of the demolition of an existing combo field area, regraded and installing new drainage, sod, irrigation, foul poles, bases and a new batting cage

The Architect:
(Name, legal status, address and other information)
Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533

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

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.

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The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[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 One Hundred and Eighty (180) 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)

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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 Thirty Four Thousand (and 00/100 Dollars) ($ **234,000.00**) for Figures Park– Combo Field Improvements , and Six Hundred Three Thousand Nine Hundred (and 00/100 Dollars) ($ **603,900.00**) for Trinity Gardens Park – Combo Field Improvements, subject to additions and deductions as provided in the Contract Documents.

Figures Park
Base Bid: $219,000.00
Contingency Allowance: $15,000.00
Total Bid: $234,000.00

Trinity Park
Base Bid: $579,000.00
Contingency Allowance: $20,000.00
Additive Alternate #1: $4,900.00
Total Bid: $603,900.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1	$4,900.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance (Figures Park): Fifteen Thousand and 00/100 Dollars ($15,000.00)

Contingency Allowance (Trinity Park): Twenty Thousand and 00/100 Dollars ($20,000.00)

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 *(Table deleted)*
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.)

Trinity Gardens Park

Item	Units and Limitations	Price per Unit ($0.00)
1) Provide and Install on-site placement and compaction of soil (CuVFill), includes excavating or filling. Cut material will be placed elsewhere onsite or hauled off as required. Fill material will be from material onsite, and all other necessary construction	Cubic Yards – CY	$35.00

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components for installation.		
2) Unsuitable Soil Material - Cubic Yards In Place, includes excavation, haul off and disposal of unsuitable material.	Cubic Yards In Place – CYIP	$35.00
3) Structural Fill - Cubic Yards In Place, Provide and Install Imported Structural Fill, spread, compaction, and all other necessary construction components for installation.	Cubic Yards In Place – CYIP	$50.00
4) Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	Linear Feet – LF	$4.50
5) Provide and install inlet protection. Includes installation, removal, and all other necessary construction components for installation.	Each – EA	$500.00
6) Provide and install wattles. Includes installation, removal, and all other necessary construction components for installation.	Each – EA	$100.00
7) Provide and install 12" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	Linear Feet – LF	$80.00
8) Provide and Install 0'-4' Drop Inlet. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	Each – EA	$8,000.00
9) Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	Linear Feet – LF	$55.00
10) Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	Square Yard – SY	$6.15
11) Provide and install batting cage as specified. Include all materials and hardware, mounting, netting, excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$8,500.00

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12) Provide and install baseball foul poles as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$3,500.00
13) Provide and install yellow Saf-Top fence guard and all other necessary construction components for installation.	Linear Feet – LF	$10.00
14) Provide and install football goal posts as specified. Include all assembly, placement, & other necessary construction components for installation	Each – EA	$3,500.00

Figures Park

Item	Units and Limitations	Price per Unit ($0.00)
1)Provide and install Silt Fence Type A. Includes installation, removal, and all other necessary construction components for installation.	Linear Feet – LF	$4.50
2) Provide and install 4" concrete flatwork curb (sidewalks, etc) per detail. Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Square Feet – SF	$12.00
3) Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	Square Yard – SY	$6.50
4) Provide and install batting cage as specified. Include all materials and hardware, mounting, netting, excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$8,500.00
5) Provide and install baseball foul poles as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$3,500.00
6) Provide and install turf rotor as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement,	Each – EA	$300.00

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disposal, placement, and all other necessary construction components for installation		
7) Provide and install irrigation control valve as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Each – EA	$500.00
8) Provide and install irrigation mainline as specified. Include excavation, fill, compaction, grading, concrete, engineering, reinforcement, disposal, placement, and all other necessary construction components for installation	Linear Feet - LF	$2,000.00
9) Provide and install scoreboard as specified. Include all materials, hardware, wiring and all other necessary construction components or installation.	Each – EA	$15,000.00

§ 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.

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Contractor name has completed the contract for Figures Park – Combo Field Improvements, 658 Donald Street C, Mobile, Alabama 36617, PR-066-22 and Trinity Gardens Park – Combo Field Improvements, 3100 Bank Avenue, Mobile, Alabama 36617, PR-040-22. 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.

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(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(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)

Jonathan Aeiker, President
2759 Mill st.
Mobile AL, 36607
Jonathan@aeiker.com
251-259-7995

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
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

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C. Bodily Injury and Property Damage — $1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

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

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

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

Verify Umbrella with PM

.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

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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.

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The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

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

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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 Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

.3 Drawings

i) Figures Park

Number	Title	Date
1.0	Cover Sheet	September 18, 2023
	Survey	September 18, 2023
1.1	Existing Conditions / Demolition	September 10, 2023
1.2	Grading & Drainage Plan	September 18, 2023
C01	Erosion & Sediment Control Plan	September 18, 2023
C02	Construction Details	September 18, 2023
C03	Construction Details	September 18, 2023
C04	Field Layout Plan	September 10, 2023
L-1.2	Field Grading Plan	September 10, 2023
L-1.3	Field Irrigation Plan	September 10, 2023
L-1.4	Painting Plan	September 10, 2023
L-1.5	Field Details	September 10, 2023
L-5.0	Irrigation Details	September 10, 2023
L-5.1		

ii) Trinity Park

Number	Title	Date
1.0	Cover Sheet	September 10, 2023
1.1	Survey	September 18, 2023
1.2	Existing Conditions / Demolition	September 10, 2023
C01	Erosion & Sediment Control Plan	September 18, 2023
C02	Construction Details	September 18, 2023
C03	Civil Details	September 18, 2023
C04	Civil Details	September 18, 2023
L-1.2	Field Layout Plan	September 10, 2023
L-1.3	Infield Enlargement	September 10, 2023
L-2.0	Irrigation Plan	September 10, 2023
L-5.0	Irrigation Details	September 10, 2023
L-5.1	Field Details	September 10, 2023

.4 Specifications

Section	Title	Date
DIVISION 1	**General Requirements**	September 10, 2023
Section 01010	Summary of the Work	September 10, 2023
Section 01210	Allowances	September 10, 2023
Section 01220	Unit Prices	September 10, 2023
Section 01310	Project Management & Coordination	September 10, 2023
Section 01320	Construction Progress Documentation	September 10, 2023
Section 01330	Submittal Procedures	September 10, 2023
Section 01600	Product Requirements	September 10, 2023

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Section 01700	Execution Requirements	September 10, 2023
Section 01710	Closeout Procedures	September 10, 2023
Section 017839	Project Record Documents	September 10, 2023
Section 017823	Operation and Maintenance Data	September 10, 2023

i) Figures Park

Section	Title	Date
DIVISION 02:	**SITE CONSTRUCTION**	September 10, 2023
Section 02230	Site Clearing	September 10, 2023
Section 02300	Earthwork	September 10, 2023
Section 024100	Site Demolition	September 10, 2023
DIVISION 03	**CONCRETE**	September 10, 2023
Section 033000	Cast in Place Concrete Structural Concrete	September 10, 2023
DIVISION 11:	**EQUIPMENT**	September 10, 2023
Section 116833	Athletic Field Equipment	September 10, 2023
DIVISION 32:	**EXTERIOR IMPROVEMENTS**	September 10, 2023
Section 321313	Cement Concrete Pavement	September 10, 2023
Section 328400	Playing Field Irrigation	September 10, 2023
Section 329100	Playing Field Construction	September 10, 2023
Section 329113	Soil Preparation	September 10, 2023
Section 329200	Playing Field Sodding	September 10, 2023

ii) Trinity Park

Section	Title	Date
DIVISION 02:	**SITE CONSTRUCTION**	September 10, 2023
Section 02230	Site Clearing	September 10, 2023
Section 02300	Earthwork	September 10, 2023
Section 024100	Site Demolition	September 10, 2023
Section 02630	Storm Drainage	September 10, 2023
DIVISION 03:	**CONCRETE**	September 10, 2023
Section 033000	Cast in Place Concrete Structural Concrete	September 10, 2023
DIVISION 11:	**EQUIPMENT**	September 10, 2023
Section 116833	Athletic Field Equipment	September 10, 2023
DIVISION 32:	**EXTERIOR IMPROVEMENTS**	September 10, 2023
Section 323113	Chain Link Fence & Gates	September 10, 2023
Section 328400	Playing Field Irrigation	September 10, 2023
Section 329100	Playing Field Construction	September 10, 2023
Section 329113	Soil Preparation	September 10, 2023
Section 329200	Playing Field Sodding	September 10, 2023

.5 Addenda, if any:

Number	Date
Addendum # 1	09/18/2023

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			

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§ 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 – Figures Park
	Bid Form – Trinity Park
	Accounting of Sales Tax Form C-3A – Figures Park
	Accounting of Sales Tax Form C-3A – Trinity Park
	Office of Supplier Diversity Subcontracting and Major Supplier Plan – Figures Park
	Office of Supplier Diversity Subcontracting and Major Supplier Plan – Trinity Park
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

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

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

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

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this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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

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

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

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

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: Aeiker Construction Corporation

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

Jonathan Aeiker, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jonathan Aeiker as President of Aeiker Construction Corporation 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 31st day of October, 2023.

Terri B. Howard
NOTARY PUBLIC
My Commission Expires: 6/13/27

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EXHIBIT A
SCOPE OF WORK

FIGURES PARK – COMBO FIELD IMPROVEMENTS

Project #CN-066-22

The work of this contract consists of the demolition of an existing baseball field infield area, regraded and installing new sod, irrigation, foul poles, bases and a new batting cage.

TRINITY GARDENS PARK – COMBO FIELD IMPROVEMENTS

Project #CN-066-22

The work of this contract consists of the demolition of an existing combo field area, regraded and installing new drainage, sod, irrigation, foul poles, bases and a new batting cage.

END OF SCOPE OF WORK

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, **Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607** hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196 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 Six Hundred Three Thousand Nine Hundred and 00/100 Dollars ($603,900.00) 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 _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Trinity Gardens Park – Combo Field Improvements (PR-040-22) 3100 Bank Avenue, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023.

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY

Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Producer

Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner

Address: 3212 Midtown Park South
Mobile, AL 36606

Phone and Fax: 251-473-4600 / 251-450-0032

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

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 **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, 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 24th day of October, A.D. 2023.

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 24th day of October A.D. 2023, 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, deposeth 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

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President 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 31st day of October, 2023.

By: Mary Jean Pethick
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9419198
Trinity Gardens Park- Combo Field Improvements
Job #: PR-040-22

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, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, 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 Six Hundred Three Thousand Nine Hundred and 00/100 Dollars ($603,900.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Trinity Gardens Park – Combo Field Improvements (PR-040-22) 3100 Bank Avenue, Mobile, Alabama, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV, **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 31st day of October, 2023

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

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 **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, 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 24th day of October, A.D. 2023.

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 24th day of October A.D. 2023, 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, deposeth 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President 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 31st day of October, 2023.

SEAL SEAL SEAL

By: Mary Jean Pethick
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9419197
Figures Park- Combo Field Improvements
Job #: PR-066-22

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, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607 hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schamburg, IL 60196, 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 Thirty Four Thousand and 00/100 Dollars ($234,000.00) 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 _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Figures Park – Combo Field Improvements (PR-066-22) 658 Donald Street C, Mobile, Alabama, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this 31st day of October, 2023.

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. Otts IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

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 **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, 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 24th day of October, A.D. 2023.

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 24th day of October A.D. 2023, 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, deposeth 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President 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 31st day of October, 2023.

By: Mary Jean Pethick
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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, Aeiker Construction Corporation, 2759 Mill Street Mobile, AL 36607, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, 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 Thirty Four Thousand and 00/100 Dollars ($234,000.00) 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 _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Figures Park – Combo Field Improvements (PR-066-22) 658 Donald Street C, Mobile, Alabama,, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV, **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 31st day of October, 2023

CONTRACTOR AS PRINCIPAL
Company: _____
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jonathan Aeiker, President

SURETY
Company: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Producer
Company Name: Lyon Fry Cadden Insurance, A Higginbotham Partner
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

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

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 of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President 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 31st day of October, 2023.

By: Mary Jean Pethick
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
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

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 **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, 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 24th day of October, A.D. 2023.

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 24th day of October A.D. 2023, 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, deposeth 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.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Aeiker Construction Corporation
Address	2759 Mill st Mobile AL 36607
Telephone	251 259 7995
E-Mail	Jonathan@aeiker.com

RFP/RFQ Solicitation Number	PR-040-22
Project Description	Trinity Park Combo Field Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 26 Female 2 Minority 26 Non-minority 2 Vets 0 Total #of Employees 28

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jonathan Aeiker

Signature: _____ Date: 9/27/23

Title: President

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

Name: Jonathan Aeiker Title: President

E-mail:_ Phone: Jonathan@aeiker.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # PR-040-22 Your Bid/Proposal Amount $ 600,000.00 Date: 9 / 27 / 23

Description Trinity Park Combo Field Improvements

Name of Bidder/Proposer: Heiker Construction Corporation

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Strather Recreation		SOD material & Sports Material	100,000	16.67%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Aeiker Construction Corporation

Contact Person: Jonathan Aeiker Phone 251 259 7995 Email JonathanCaeiker.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
X		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Aeiker Construction Corporation	
Entity ID Number	000 - 034 - 837
Entity Type	Domestic Corporation
Principal Address	3109 MARCIA DRIVE MOBILE, AL 36605
Principal Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Status	Exists
Place of Formation	Mobile County
Formation Date	12/27/2011
Registered Agent Name	AEIKER, JONATHAN D
Registered Office Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Registered Office Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Nature of Business	CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	
Directors	
Director Name	AEIKER, JONATHAN DAVID
Director Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Director Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporators	
Incorporator Name	AEIKER, JONATHAN D
Incorporator Street Address	3109 MARCIA DRIVE MOBILE, AL 36605
Incorporator Mailing Address	3109 MARCIA DRIVE MOBILE, AL 36605
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	

Aeiker Construction Corporation	
Document Date / Type / Pages	12/30/2011 Certificate of Formation 4 pgs.

Browse Results | New Search

E-Verify

Company ID Number: 617526

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

Employer **Aeiker Construction Corporation**	
Jonathan Aeiker Name (Please Type or Print)	Title
Electronically Signed Signature	**11/14/2012** Date

Department of Homeland Security -- Verification Division	
USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	**11/14/2012** Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Aeiker Construction Corporation**
Company Facility Address:	**3109 Marcia Drive**
	Mobile, AL 36605
Company Alternate Address:	
County or Parish:	**MOBILE**
Employer Identification Number:	**454170601**

E-Verify

Company ID Number: 617526

North American Industry Classification Systems Code:	236
Administrator:	Aeiker Construction Corporation
Number of Employees:	1 to 4
Number of Sites Verified for:	1

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

- ALABAMA 1 site(s)

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

Name: Jonathan D Aeiker
Telephone Number: (251) 259 - 2951 Fax Number:
E-mail Address: jonathan@aeikerconstruction.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754 AEIKCON-01	CONTACT NAME: Brittany Partin PHONE (A/C, No, Ext): 251-410-8236 FAX (A/C, No): E-MAIL ADDRESS: BPartin@higginbotham.net
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Middlesex Insurance Company — 23434 INSURER B : Alabama Home Builers Self Insurance Fund INSURER C : Safety National Casualty Corporation — 15105 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2028497878 **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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual [ ] Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	A0095796002	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	A0095796001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	A0095796003	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory In NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	30875 SP4065837	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Job #: PR-040-22, Trinity Gardens Park- Combo Field Improvements

Complete Certificate Holder:
"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); Espalier, LLC, P. O. Box 1247, Fairhope, AL 36533 (Architect); and City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 (Architect)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto Liability and Umbrella Liability. All policies except Workers Compensation shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36602
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
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

Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

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AGENCY PHONE (A/C, No, Ext): +1 251 473 4600 LYON FRY CADDEN PO BOX 160927 MOBILE, AL 36616-1927	**COMPANY** American Zurich Insurance Company
FAX (A/C, No): +1 251 450 0032 E-MAIL ADDRESS: chockman@higginbotham.net	
CODE: 02046936 SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED Aeiker Construction Corporation 2759 Mill Street Mobile, AL 36607	LOAN NUMBER POLICY NUMBER: BR74211655 EFFECTIVE DATE: 11/15/2023 EXPIRATION DATE: 11/15/2024 CONTINUED UNTIL TERMINATED IF CHECKED ☐ THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

3100 Bank Ave.
Mobile, AL 36617

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$2,500
Total Completed Project Value	$604,000	

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P. O. Box 1827 Mobile, AL 36633-1827	☐ MORTGAGEE ☐ LOSS PAYEE	☒ ADDITIONAL INSURED
	LOAN #	
	AUTHORIZED REPRESENTATIVE	

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2023

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606 License#: 2081754	**CONTACT NAME:** Brittany Partin **PHONE (A/C, No, Ext):** 251-410-8236 **FAX (A/C, No):** **E-MAIL ADDRESS:** BPartin@higginbotham.net
INSURED Aeiker Construction Corporation 2759 Mill St Mobile AL 36607 AEIKCON-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Middlesex Insurance Company — 23434 INSURER B : Alabama Home Builers Self Insurance Fund INSURER C : Safety National Casualty Corporation — 15105 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1743816131 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	A0095796002	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	A0095796001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	Y	Y	A0095796003	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	30875 SP4065837	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Job #: PR-066-22, Figures Park- Combo Field Improvements

Complete Certificate Holder:
"City of Mobile, P. O. Box 1827, Mobile, AL 36633 (Owner); Espalier, LLC, P. O. Box 1247, Fairhope, AL 36533 (Architect); and City of Mobile Architectural Engineering Department, P. O. Box 1827, Mobile, AL 36633 (Architect)"

Certificate Holder is included as an additional insured in respect to General Liability, Auto Liability and Umbrella Liability. All policies except Workers Compensation shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by additional insured. Waiver of
See Attached...

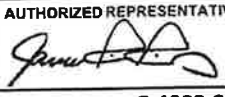
CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827
United States

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: AEIKCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	Aeiker Construction Corporation 2759 Mill St Mobile AL 36607
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

Subrogation applies in favor of the Certificate Holder with respect to General Liability, Auto Liability and Umbrella Liability. A 30-Day Notice of Cancellation applies except 10 days for non-pay.

Workers' Compensation: By waiving subrogation, the employer and servicing agent may still receive reimbursement from the lawsuit or claim of the injured individual; however, the employer and servicing agent may not file claim or a lawsuit against City of Mobile.

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

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AGENCY
LYON FRY CADDEN
PO BOX 160927
MOBILE, AL 36616-1927

PHONE (A/C, No, Ext): +1 251 473 4600
FAX (A/C, No): +1 251 450 0032
E-MAIL ADDRESS: chockman@higginbotham.net
CODE: 02046936
SUB CODE:
AGENCY CUSTOMER ID #:

COMPANY
American Zurich Insurance Company

INSURED
Aeiker Construction Corporation
2759 Mill Street
Mobile, AL 36607

LOAN NUMBER:
POLICY NUMBER: BR74211616
EFFECTIVE DATE: 11/15/2023
EXPIRATION DATE: 11/15/2024
☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
658 Donald Street C.
Mobile, AL 36617

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$1,000
Total Completed Project Value	$234,000	

REMARKS (Including Special Conditions)

Wind Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

☐ MORTGAGEE
☐ LOSS PAYEE
☒ ADDITIONAL INSURED
LOAN #
AUTHORIZED REPRESENTATIVE

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Penn and Mayor Stimpson

Purpose and Scope of Project:

The work of this contract consists of drainage improvements, new playground installation, walking trail, and parking. Purchase of playground to be made seperately.

Amount of Contract:

$358,000.00

Funding Source

Project # Mill Street Park - Drainage and Playground Improvements PR-082-21	**Discretionary Funds**
Project String C0595 Mill Street Park - Drainage and Playground Improvements (20002000-48010)	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-082-21 routing package	Cover Memo	11/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/7/2023 - 9:45 AM
Capital	Hollins, Tiffany	Approved	11/8/2023 - 10:56 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:25 AM
Mayors			11/16/2023 -

Office	Montgomery, Brandi	Approved	2:38 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember Cory Penn

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:	HARRIS CONTRACTING SERVICES, INC.
Project Name:	Mill Street Park - Drainage and Playground Improvements
Project Number:	PR-082-21
Amount:	$358,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mill Street Park - Drainage and Playground Improvements

CAPITAL PROJECT #: C0595 (20002000-48010)

CONTRACT AMOUNT: $358,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-082-21

PROJECT DESCRIPTION: The work of this contract consists of drainage improvements, new playground, walking trail, and parking.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I **Date:** 11/06/2023

AIA® Document A101® – 2017

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

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Harris Contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571
City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

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

Mill Street Park – Drainage and Playground Improvements
2665 Mill Street
Mobile, Alabama 36633
PR-082-21
To provide and install drainage, a new playground, walking trail and new 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
1209 Main Street, Suite E
Fairhope, Alabama 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.

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User Notes: (860377455)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[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 one hundred eighty (180) 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)

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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 Three Hundred Fifty-Eight Thousand and 00/100 ($ 358,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $295,000.00
Contingency Allowance: $15,000.00
Total Bid: $310,000.00
Alternate #1: $48,000.00

Total Contract Sum: $358,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1 – New Parking	$48,000.00

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Fifteen Thousand and 00/100 ($15,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
Unit Price #1: +6Provide and install 4" thick X 1 foot X 6 feet welded wire reinforced concrete sidewalk, broom finished per specifications. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation	LF	$9.00
Unit Price #2: Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$5.00
Unit Price #3: Provide and install 8" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other	LF	$32.00

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User Notes:
(860377455)

necessary construction components for installation.		
Unit Price #4: Provide and install12" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$35.00
Unit Price #5: Provide and install15" HDPE drain pipe. Include excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	LF	$40.00
Unit Price #6: Provide and install 6' Vinyl Chain Link Fence as specified. Include excavation, fill, compaction, grading, disposal, placement, footings, and all other necessary construction components for installation.	LF	$35.00
Unit Price #7: Provide and install solid sod, Centipede. Include grading, placement, and all other necessary construction components for installation.	SY	$12.00
Unit Price #8: Provide and install one (1) bench, with back and armrest, surface mounted to a new concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$2,600.00
Unit Price #9: Provide and install poured-in-place surfacing including the base and all materials and equipment required, per the specifications. Include placement and all other necessary construction components for installation.	SF	$30.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

Init. /

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User Notes:
(860377455)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

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

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

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

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

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

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

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

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for PR-082-21 Mill Street Park – Drainage and Playground Improvements, 2665 Mill Street. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

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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)

Brian Harris, President
Harris contracting Services, Inc.
117 Norton Ave
Saraland, AL 36571
Brian@harriscontractingservices.com
251-377-3132

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

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.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.

.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

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.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

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termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:

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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 two (2) 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	Civil Notes	October 16, 2023
C2.0	Civil Notes	October 16, 2023
C3.0	Existing Conditions: Demolition Plan	October 16, 2023
C4.0	Site Plan	October 16, 2023
C5.0	Grading, Drainage Erosion Control Plan	October 16, 2023
C6.0	Civil Details	October 16, 2023
LH100	Site Plan: Details	October 16, 2023

.4 Specifications

Section	Title	Date
DIVISION 1	**GENERAL REQUIREMENTS**	October 18, 2023
Section 01010	Summary of Work	October 18, 2023
Section 01210	Allowances	October 18, 2023
Section 01220	Unit Prices	October 18, 2023
Section 01310	Project Management & Co-ordination	October 18, 2023
Section 01320	Construction Progress Documentation	October 18, 2023
Section 01330	Submittal Procedures	October 18, 2023
Section 01635	Substitution Procedures	October 18, 2023

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Section 01700	Execution Requirements	October 18, 2023
Section 01770	Close out Procedures	October 18, 2023
Section 017839	Project Record Documents	October 18, 2023
DIVISION 2	**SITEWORK**	October 18, 2023
Section 024118	Earth Moving	October 18, 2023
Section 024199	Excavation Support and Protection	October 18, 2023
Section 02900	Landscaping	October 18, 2023
DIVISION 3	**CONCRETE**	October 18, 2023
Section 030000	Cast-in-Place Concrete	October 18, 2023
DIVISION 11	**EQUIPMENT**	October 18, 2023
Section 111613	Playground Protective Surfacing	October 18, 2023
Section 112870	Site Furnishing	October 18, 2023
Section 116813	Playground Equipment	October 18, 2023
DIVISION 32	**EXTERIOR IMPROVEMENTS**	October 18, 2023
Section 329000	Topsoil, Ground Preparation and Turfing	October 18, 2023

.5 Addenda, if any:

Number	Date
Addendum No. 1	October 11, 2023
Addendum No. 2	October 16, 2023

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A

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	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits Performance Bond Labor and Material Payment Bond E-Verify Documentation (Sample) Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report Certificate of Substantial Completion-AIA Document G704 Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706 Contractor's Affidavit of Release of Liens-AIA Document G706A Consent of Surety to Final Payment-AIA Document G707 Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

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

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

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

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

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

Init. /

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User Notes:
(860377455)

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

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User Notes:
(860377455)

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

Owner: City of Mobile

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

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

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

Brian Harris, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Brian Harris as President of Harris Contracting Services, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 1 day of November, 2023.

NOTARY PUBLIC
My Commission Expires: 4/1/27

CHRISTINA LEBLANC NOTARY PUBLIC STATE OF ALABAMA

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User Notes:
(860377455)

EXHIBIT A
SCOPE OF WORK

MILL STREET PARK

DRAINAGE AND PLAYGROUND IMPROVEMENTS

Project #PR-082-21

The work of this contract consists of improved drainage, walking trail, new playground, and parking.

END OF SCOPE OF WORK

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc. 117 Norton Ave, Saraland, AL 36571, hereinafter called the Principal, and Granite Re, Inc., hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Fifty-Eight Thousand and 00/100 ($358,000.00) 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 _____, 2023 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 Mill Street Park – Drainage and Playground Improvements (PR-082-21) 2665 Mill Street, Mobile, Alabama, 36633 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 1 day of November, 2023.

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

By: _____
(Signature)
Name and Title: Brian Harris President

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

By: _____
(Signature)
Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)
Name and Title: Brian Harris President
Company Name: Harris Contract Service
Address: 5413 Lott Rd
Eight Mile AL 36613
Phone and Fax: 251-377-3152

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

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Harris Contracting Services, Inc. 117 Norton Ave, Saraland, AL 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Fifty-Eight Thousand and 00/100 ($358,000.00) 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 _____, 2023 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mill Street Park – Drainage and Playground Improvements (PR-082-21) 2665 Mill Street, Mobile, Alabama, 36633, 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 1 day of November 2023

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

By: _____
(Signature)

Name and Title: Brian Harris President

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

By: _____
(Signature)

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

Resident Agent: _____
(Signature)

Name and Title: _____
Company Name: _____
Address: _____
Phone and Fax: _____

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

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

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

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

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

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

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

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

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

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

Notary Public

GRANITE RE, INC.

Certificate

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

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

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

Kyle P. McDonald, Assistant Secretary

GR0800-1

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Harris Contracting Services Inc
Address	117 Norton Ave Saraland , Al 36571
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	PR-082-21
Project Description	mill St. drainage + playground improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X SDVO X Total #of Employees 25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: _____ Date: 10/17/2023

Title: President

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

Name: Brian Harris Title: President

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

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 (Cont'd

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

Please Print Company Harris Contracting Services, Inc. Your Bid/Proposal Amount $_____ Date: 10/16/2023

___/___/___ Description mill St. - Park drainage and playground

Name of Bidder/Proposer: Harris Contracting Services, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Structure Recreation		Playground Install	135,000.00	45%	Yes	
Helping hands		Labor	7,000.00	2.1%	Yes	
Gulf Coast Asphalt		Type text here ASPHALT 86,000	~~36,000.00~~	7.2%	Yes	
Leblanc Construction LLC		Concrete	~~24~~,000 00	~~000~~ 7%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services, Inc.

Contact Person: Brian Harris Phone 251-374-3132 Email Brian@HarrisContractingServices.com

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

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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR- ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office	

Harris Contracting Services, Inc.	
cannot answer questions about or make changes to these reports.	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

Browse Results New Search

Company ID Number: 896028

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

Company ID Number: 896028

Approved by:

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2023

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

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

PRODUCER	CONTACT NAME: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER A : Crum & Forster Specialty Insurance	
	INSURER B : Integon National Insurance Company	
	INSURER C : StarStone National Insurance Company	
	INSURER D : The Sheffield Fund / Evanston Insurance Co	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	x COMMERCIAL GENERAL LIABILITY CLAIMS-MADE x OCCUR x Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY x PRO-JECT LOC OTHER:	x	x	BAS121232	09-20-2023	09-20-2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY x SCHEDULED AUTOS x HIRED AUTOS ONLY x NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	x UMBRELLA LIAB x OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	x	x	79505P231ALI	09-20-2023	09-20-2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	x	600-2023-34095-00	01-01-2023	12-31-2023	x PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

Project name: Mill Street Park- Drainage and Playground Improvements Project Number: PR-082-21

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Tracy Granade <TG>

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Leslie Rey, Director of Human Resource

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Establish administrative service fees as Claims Administrator for the City of Mobile Health & Dental Plan (2-yr rate guarantee). Health $40.50 PCPM, Dental $2.75 PCPM, Teladoc $1.00 PCPM, FSA & Dependent Care Reimbursement Account $3.95 per participating contract per month

Amount of Contract:

$44.25 per contract per month

Effective Date of Contract:

1/1/2024

Funding Source

Project # 2024-2025 Blue Cross Blue Shield of AL Enrollment Agreement	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	11/15/2023
Agenda Item Summary Sheet - BCBS EA	Cover Memo	11/15/2023
BCBS 2024-25 EA Active Group	Backup Material	11/15/2023
BCBS 2024-25 EA Retiree Group	Backup Material	11/15/2023

BCBS 2024-25 EA Split Contract Group	Backup Material	11/15/2023
BCBS 2024-25 Rx Offer Sheet	Backup Material	11/15/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Bryars, Donna	Approved	11/16/2023 - 9:50 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 10:51 AM
Legal	Kern, Chris	Approved	11/16/2023 - 10:33 AM

CITY OF MOBILE

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 authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract by and between the City of Mobile and Blue Cross and Blue Shield of Alabama for Administrative Services for the purposes stating the fees for third party administration of the City of Mobile Health and Dental Plan and Flexible Spending Accounts as outlined in the Enrollment Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Enrollment Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of: 11/14/2023 (Date) Item No. _____

Submitted by: Human Resources (Department) Leslie Rey (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: Richard Moore, Executive Director of Finance (Executive Director)

Routing Authorized: James Barber, Chief of Staff (Mayor's Office) 11/8/2023 (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: 2024-2025 Blue Cross Blue Shield of AL Enrollment Agreement

PURPOSE & SCOPE OF PROJECT:
Establish administrative service fees as Claims Administrator for the City of Mobile Health & Dental Plan (2 yr rate guarantee). Health $40.50 PCPM, Dental $2.75 PCPM, Teladoc $1.00 PCPM, FSA & Dependent Care Reimbursement Account $3.95 per participating contract per month

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $44.25 per contract per month

FUNDING SOURCE:

Budget Item: Fund 7100 Discretionary Funds: n/a

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: n/a 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: 1/1/2024

Renewal date of contract (if applicable): n/a

If not bid, state reason: _____

How many bidders received bid packages (if applicable): n/a

How many bidders submitted bids (if applicable): n/a

If this is not the lowest bid, explain why not:
n/a

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE ACTIVE EMPLOYEES
Primary Group Number(s):	71447		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Benefits:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Decision:	MS	Leslie Rey	Director Of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

Employer believes the plans are NOT grandfathered health plans under the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Independent Dispute Resolution

Under the No Surprises Act, Employer may be subject to the Independent Dispute Resolution. Parties participating in the Independent Dispute Resolution (IDR) process are subject to an annual administrative fee set periodically by the federal government. Parties participating in the IDR process may also be subject to a fee charged by the IDR entity. The amount of the IDR entity fee will vary based on the entity selected. Administrative fees and IDR entity fees will be assessed when a Group is a party to the IDR process. Additional claims costs awarded by the IDR entity will also be assessed to the Group.

Administration Fees
$40.50 per contract.
In the event of termination of the plan, the retention on paid claims during the run-out period will be 7.00% for Health.

Custom Prescription Drug Pricing Arrangement

The attached is a **pass-through pricing** with an administrative fee of **$1.15 per contract per month**. All terms, including the effective date, are detailed in the attached pricing summary.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

2 Tier

Employee:	No Change; keep current rates in place
Family(Employee + dependents)	No Change; keep current rates in place

Transparency in Coverage

Transparency in Coverage Rule

Blue Cross and Blue Shield of Alabama agrees to provide information about the plan's covered items and services in the manner and format required under the Transparency in Coverage Rule, 45 C.F.R. §§ 147.210 to 147.212, including applicable regulatory guidance, for any items and services for which Blue Cross serves as the Claims Administrator. Employer acknowledges that Blue Cross will not provide information on items and services which are not administered by Blue Cross and Blue Shield of Alabama. (TCR)

No Surprises Act

Price Comparison Tool

Group elects to have Price Comparison Tool. (PCT)

Other Benefit Changes

MHP Non-Federal Government Opt In

The plan(s) is hereby amended to comply with the Mental Health Parity and Addiction Equity Act (MHPAEA). (MHP)

Special Instructions

ADMINISTRATIVE FEE SUMMARY -- the following administrative fees will be guaranteed for a 2 year agreement,commencing January 1, 2024 and ending December 31, 2025.
.

- Medical = $40.50 PCPM, with the retention on paid claims during the run-out period being 7.00% for Health, in the event of termination of the plan.
- Dental = $2.75 PCPM, with the retention on paid claims during the run-out period being 10.00% for Dental, in the event of termination of the plan

Summary of Additional Administrative Fees for ancillary services:

- Teladoc General Medical = remains unchanged at $1.00 PCPM
- FSA and Dependent Care Reimbursement Account administrative fees remain unchanged at $3.95 per participating contract per month. If both FSA and DCRA are elected by the same contract, only one fee applies.
- New Custom pricing Rx arrangement for 2024 will be as outlined in attached Exhibit for reference.

Dental: There are no dental changes for 2024.

CEASE the CMS Opt Out: THE CITY WILL **NOT** CONTINUE TO OPT OUT OF HIPAA AS IT RELATES TO: (1) STANDARDS RELATED TO BENEFITS FOR NEWBORNS AND MOTHERS (NMHPA) (2) COVERAGE FOR RECONSTRUCTIVE SURGERY FOLLOWING MASTECTOMIES (WHCRA) and (3) COVERAGE FOR DEPENDENT STUDENTS ON MEDICALLY NECESSARY LEAVES OF ABSENCE (MICHELLE'S LAW).

All other arrangements remain the same.

Riders and codes are for internal use only.

	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71447	A0S, FLX, 000, 003, 004, 005, 00S, 01S, 02S, 03S, 04S, 05S, 12S, 13S, 14S, 15S, 600

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE Not MCAR Eligible EMPLOYEES 71448
Primary Group Number(s):	71448		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Benefits:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Decision:	MS	Leslie Rey	Director Of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

The group is exempt from the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Administration Fees
$40.50 per contract.
In the event of termination of the plan, the retention on paid claims during the run-out period will be 7.00% for Health.

Custom Prescription Drug Pricing Arrangement

The attached is a **pass-through pricing** arrangement. There is no separate billed prescription drug administrative fee. All terms, including the effective date, are detailed in the attached pricing summary.

COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

2 Tier

Employee:	No Change; keep current rates in place
Family(Employee + dependents)	No Change; keep current rates in place

Other Benefit Changes

MHP Non-Federal Government Opt In

The plan(s) is hereby amended to comply with the Mental Health Parity and Addiction Equity Act (MHPAEA). (MHP)

Special Instructions

ADMINISTRATIVE FEE SUMMARY -- the following administrative fees will will be guaranteed for a 2 year agreement, commencing January 1, 2024 and ending December 31, 2025.
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- Teladoc General Medical = remains unchanged at $1.00 PCPM
- FSA and Dependent Care Reimbursement Account administrative fees remain unchanged at $3.95 per participating contract per month. If both FSA and DCRA are elected by the same contract, only one fee applies.
- New Custom pricing Rx arrangement for 2024 will be as outlined in attached Exhibit for reference.

Dental: There are no dental changes for 2024.

Cease the CMS Opt Out: THE CITY WILL CONTINUE TO OPT OUT OF HIPAA AS IT RELATES TO: (1) STANDARDS RELATED TO BENEFITS FOR NEWBORNS AND MOTHERS (NMHPA) (2) COVERAGE FOR RECONSTRUCTIVE SURGERY FOLLOWING MASTECTOMIES (WHCRA) and (3) COVERAGE FOR DEPENDENT STUDENTS ON MEDICALLY NECESSARY LEAVES OF ABSENCE (MICHELLE'S LAW).

All other arrangements remain the same.

Riders and codes are for internal use only.

	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71448	000, 003, 007, 00S, 03S, 04S, 10S, 600

Amendment
To
Enrollment Agreement

Customized BCBSAL Plan

Group Name:	City Of Mobile	**Financial:**	Self Funded
Corporate Code:	377780001	**Document Type:**	Renewal
Effective Date:	1/1/2024	**Benefit Pattern:**	CITY OF MOBILE Retirees/Split Contract
Primary Group Number(s):	71449		

PHYSICAL ADDRESS

Address 1:	205 Government St	**City:**	Mobile
Address 2:	4Th Floor, South Tower	**State:**	AL
County:	Mobile	**Zip:**	36602-0001
County Code:	49		

BILLING ADDRESS

Address 1:	PO BOX 1827	**City:**	Mobile
Address 2:		**State:**	AL
County:	Mobile	**Zip:**	36633-1827

GROUP CONTACTS

	Sal.	Name	Title	Telephone	Email
Billing:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Benefits:	MS	Leslie Rey	Director of HR	(251) 208-7832	leslie@cityofmobile.com
Decision:	MS	Leslie Rey	Director Of HR	(251) 208-7832	leslie@cityofmobile.com

BCBSAL REPRESENTATIVES

	Name	Telephone	Email
Account Executive:	Robin Cooper Russ	251/460-4457	rruss@bcbsal.org
Account Manager:	Lori Schneider	251/460-4449	lschneider@bcbsal.org

Blue Cross and Blue Shield of Alabama's Identification Numbers

National Association of Insurance Commissioners	Employer Identification Number
55433	63-0103830

Grandfathered Status

The group is exempt from the Affordable Care Act.

HSA HDHP Status

Employer believes the plans are not HSA HDHP qualified under IRS rules and regulations.

Group Benefit Structure

Please see the Exhibit B page for group(s) and division(s) impacted in this document, attached hereto and incorporated herein.

Financial Updates

Administration Fees
$40.50 per contract.
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Custom Prescription Drug Pricing Arrangement

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COBRA

Monthly COBRA Premiums

If the Claims Administrator collects the COBRA premium, the 2% allowed of administration is retained by Blue Cross.

2 Tier

Employee:	No Change; keep current rates in place
Family(Employee + dependents)	No Change; keep current rates in place

Other Benefit Changes

MHP Non-Federal Government Opt In

The plan(s) is hereby amended to comply with the Mental Health Parity and Addiction Equity Act (MHPAEA). (MHP)

Special Instructions

ADMINISTRATIVE FEE SUMMARY -- the following administrative fees will be guaranteed for year a 2 year agreement, commencing January 1, 2024 and ending December 31, 2025.
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Summary of Additional Administrative Fees for ancillary services:

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- New Custom pricing Rx arrangement for 2024 will be as outlined in attached Exhibit for reference.

Dental: There are no dental changes for 2024.

Cease the CMS Opt Out: THE CITY WILL CONTINUE TO OPT OUT OF HIPAA AS IT RELATES TO: (1) STANDARDS RELATED TO BENEFITS FOR NEWBORNS AND MOTHERS (NMHPA) (2) COVERAGE FOR RECONSTRUCTIVE SURGERY FOLLOWING MASTECTOMIES (WHCRA) and (3) COVERAGE FOR DEPENDENT STUDENTS ON MEDICALLY NECESSARY LEAVES OF ABSENCE (MICHELLE'S LAW).

All other arrangements remain the same. Riders and codes are for internal use only.

	Lori D Schneider
Customer Signature Authorized Representative	Blue Cross and Blue Shield of Alabama Representative
	Account Manager
Title	Title
	9/25/2023
Date	Date

Exhibit B
Group Benefit Structure

Group Number(s) and Division(s) amended:

71449	000, 003, 004, 00S, 01S, 03S, 04S, 10S

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
Contract Period	**Preferred One**
BRAND DISCOUNTS	
Retail Network	
1/1/2024 to 12/31/2024	22.30%
1/1/2025 to 12/31/2025	22.35%
1/1/2026 to 12/31/2026	22.40%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	25.95%
1/1/2025 to 12/31/2025	26.00%
1/1/2026 to 12/31/2026	26.05%
GENERIC DISCOUNTS	
Retail Network	
1/1/2024 to 12/31/2024	87.60%
1/1/2025 to 12/31/2025	87.75%
1/1/2026 to 12/31/2026	87.90%
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	90.00%
1/1/2025 to 12/31/2025	90.10%
1/1/2026 to 12/31/2026	90.20%
BRAND DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	$0.30
1/1/2025 to 12/31/2025	$0.30
1/1/2026 to 12/31/2026	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
1/1/2026 to 12/31/2026	$0.00
GENERIC DISPENSING FEES	
Retail Network	
1/1/2024 to 12/31/2024	$0.30
1/1/2025 to 12/31/2025	$0.30
1/1/2026 to 12/31/2026	$0.30
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$0.00
1/1/2025 to 12/31/2025	$0.00
1/1/2026 to 12/31/2026	$0.00

Notes: UR-11537

- Discounts are based on the actual NDC-11 dispensed on the fill date.
- Guarantees are based upon the above selected BCBS AL Network.
- Guarantees are based upon an implemented BCBS AL Extended Supply Network (90-day retail). If not implemented, Retail rates apply.
- Discount and dispensing fee rates exclude compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340B, Medicare/Medicaid, out-of-network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, usual and customary (U&C) claims and non-specialty discount and dispensing fees also exclude specialty (as defined by the BCBS AL specialty drug management list) claims.
- For discount purposes, Specialty is defined by the BCBS AL specialty drug management list.
- For discount and dispensing fees, a generic drug is defined as a drug with more than 3 generic manufacturer, and not in an exclusivity period.
- For discount and dispensing fees, A brand drug is defined as any drug not considered a generic drug.
- Unexpected generic launches and products launched at risk or under patent litigation are excluded from generic guarantees.

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
Contract Period	**Source Rx**
REBATE PER BRAND	
Retail Network	
1/1/2024 to 12/31/2024	$310.05
1/1/2025 to 12/31/2025	$337.00
1/1/2026 to 12/31/2026	$370.22
Extended Supply Network (ESN) - 90 Day Channel	
1/1/2024 to 12/31/2024	$781.76
1/1/2025 to 12/31/2025	$851.04
1/1/2026 to 12/31/2026	$917.07
Specialty	
1/1/2024 to 12/31/2024	$2,459.30
1/1/2025 to 12/31/2025	$2,769.33
1/1/2026 to 12/31/2026	$3,056.61

Notes: UR-11537

- For rebate purposes, Specialty is defined by the BCBS AL specialty drug management list.
- Compound, long term care (LTC) pharmacy, home infusion (HI) pharmacy, veterans affairs (VA) pharmacy, Indian/tribal/urban (I/T/U) pharmacy, U.S. territory (TER) pharmacy, 340b, Medicare/Medicaid, out of network, member-submitted, foreign, coordination of benefits (COB), subrogation, paper, invalid, vaccine, over-the-counter (OTC), and biosimilar claims are excluded from rebate guarantees.
- For rebate purposes, a generic drug is defined as a drug that (1) is accepted by the FDA as therapeutically equivalent or interchangeable with drugs having an identical amount of the same active ingredient, and/or (2) has multisource code field in Medi-Span of "Y", or a multisource code field in Medi-Span of "M", "N", or "O" with a Brand Name Code field of "G".
- For rebate purposes, a brand drug is defined as any drug not considered to be a generic drug.
- Rebates are defined as a retrospective reimbursement of monetary amounts by a manufacturer's discount program with the PBM for pharmaceutical products of that manufacturer dispensed to a member, for which the conditions precedent to receiving such monetary amounts are satisfied. Rebates do not include manufacturer admin fees.
- In the event of termination, Rebates may be subject to forfeiture, including those Rebates accrued through the date of termination but not yet paid to the group. However, If pharmacy coverage stays in effect through the end of the contract; a rebate guarantee reconciliation of the previous full year will be provided.

BlueCross BlueShield of Alabama

City of Mobile	
Effective Date:	1/1/2024
Members:	4,757
Employees:	2,222

CUSTOM PASSTHROUGH PRICING	
ADMINISTRATIVE FEE	
Contract Period	**Per Employee Per Month**
1/1/2024 to 12/31/2024	$1.15
1/1/2025 to 12/31/2025	$1.15
1/1/2026 to 12/31/2026	$1.15

Notes: UR-11537

- Administrative Fees will be charged at the above rate on a per employee per month basis.

Additional Caveats:

- For the purpose of reconciliation at contract year end, all guarantees are reconciled in aggregate, as long as the contract remains in effect.
- Guarantees are based on adoption and adherence of an above BCBS AL formulary, including associated utilization management, recommended formulary strategies, and clinical programs. BCBS AL reserves the right to make an equitable modification to the pricing terms of the agreement for the following: changes in any law or regulation, changes in interpretation of a law or regulation, changes within PBM marketplace which lead to a significant deviation from the current economic environment, unexpected market events, unexpected generic launches, authorized generic launches, biosimilar products, products launched at risk, products under patent litigation, new lower cost NDCs priced net of rebates from the innovator, products with WAC decreases, biosimilar utilization or mix being materially different from underwriting assumptions, implementation of new clinical programs, removal of existing clinical programs, changes in pharmacy benefit plan design, specialty drug management list, limited distribution list, or formulary changes.
- Members will pay the lower of the contracted rate, U&C, or their applicable copayment.
- Assumes client does not have 340B pricing.
- Guarantees provided does not include savings from DUR or other clinical programs.
- Specialty drugs dispensed through the medical benefit will not be included in reconciliation of guarantees.
- Guarantees assumes 26% ESN penetration, if that differs significantly, BCBS AL reserves the right to revise guarantees terms and financials.
- BCBS AL reserves the right to equitably adjust the guarantees in the event the number of covered members or pharmacy claims volume materially changes over the course of the contract.
- Products with government mandated reimbursement, emergency use protocols, or related to Covid-19 (e.g testing, vaccines, and treatments) are excluded from guarantee reconciliation.
- A signed enrollment agreement with this document is needed to effectuate an agreement related to the subject herein. If effectuated by an enrollment agreement, that agreement will supersede any and all prior rebate agreements. Any guarantees, discounts, and/or rebate offers are void if not accepted in writing 90 days before the effective date.
- Proposed guarantees are only for lives with combined medical and pharmacy coverage through Blue Cross and Prime.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Nick Amberger, PE, Engineering Department

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

Approve contract with Michael Baker International, Inc. for Engineering Services.

Amount of Contract:

$136,610.61

Funding Source

Project # C0721 **Discretionary Funds**

Project String 2000.2000.48020 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Engineering Services	Cover Memo	11/8/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/9/2023 - 11:08 AM
Capital	Rhodes, Brenda	Approved	11/13/2023 - 1:48 PM
Legal	Kern, Chris	Approved	11/13/2023 - 5:28 PM
Mayors Office	Montgomery, Brandi	Approved	11/16/2023 - 2:40 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: US Hwy-45 Streetscape Improvements COM Project: 2022-3005-06

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering and construction inspection services.

CONTRACT AMOUNT: $136,610.61

VENDOR NAME: Michael Baker International, Inc.

VENDOR NUMBER: 294011

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___N X__; 5% of the 1st 50% _____ or If different, indicate special rate_____

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

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

Prepared by: Jessica White **Date** 11/8/2023

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilman Cory Penn

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: Michael Baker International, Inc.

Project Name: US 45 Streetscape Improvements
COM Project# 2022-3005-06

Estimated Cost: $136,610.61

Adopted:

_____

City Clerk

MOBILE
ALABAMA

US-45 STREETSCAPE IMPROVEMENTS

PROJECT NO. 2022-3005-06

CEI ENGINEER:

MICHAEL BAKER INTERNATIONAL, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **MICHAEL BAKER INTERNATIONAL, 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 construction engineering and inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MICHAEL BAKER INTERNATIONAL, 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 Construction Phase as set out in Section III.

PROJECT – US-45 STREETSCAPE IMPROVEMENTS , City of Mobile Project No. 2022-3005-06. This contract is for the construction engineering and inspection of streetscape improvements on Hwy 45 from Wilson Ave. to Prichard Ave. (See Exhibit A for approximate locations). **The professional engineering services may include engineering and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - 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. Construction Phase
2. Closeout Phase

A. OMIT

B. CONSTRUCTION PHASE

The ENGINEER shall attend 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.

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 recover and verify the four (4) horizontal and vertical control points shown in the plans. The ENGINEER shall also set four (4) adeitional points at locations specified by the CONTRACTOR to be used for the control of the construction work. The CONTRACTOR shall be responsible for maintenance of the staked points.

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 provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

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.

C. CLOSE OUT PHASE

1. "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 to the PROJECT ENGINEER.

2. 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 Construction Phase and Close Out Phase services in accordance with Section III.B and Section III.C of this CONTRACT. Payment for work performed in Section III.B and Section III.C of this CONTRACT shall not exceed $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

   b. 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 $131,610.61 (One Hundred Thirty-One Thousand Six Hundred Ten Dollars and Sixty-One Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and 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 $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

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

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

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

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

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MICHAEL BAKER INTERNATIONAL, INC.

By: _____

Print: Jeffrey D. May

Its: Vice President

Address: 11 North Water Street, Suite 14290

Mobile, AL 36602

Telephone: 251-380-0898

STATE OF ALABAMA
CITY OF MOBILE

I, S.K. Wall, a Notary Public in and for said State and County, hereby certify that Jeffrey D. May, whose name as Vice President of MICHAEL BAKER INTERNATIONAL, 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 31st day of October, 2023.

S.K. Wall
NOTARY PUBLIC

My Commission Expires: 11/2/2025

S K WALL
Notary Public
Alabama State at Large

EXHIBIT A: PROJECT LOCATION

Hwy 45 (St. Stephens Rd.) from Wilson Ave. to Prichard Ave.

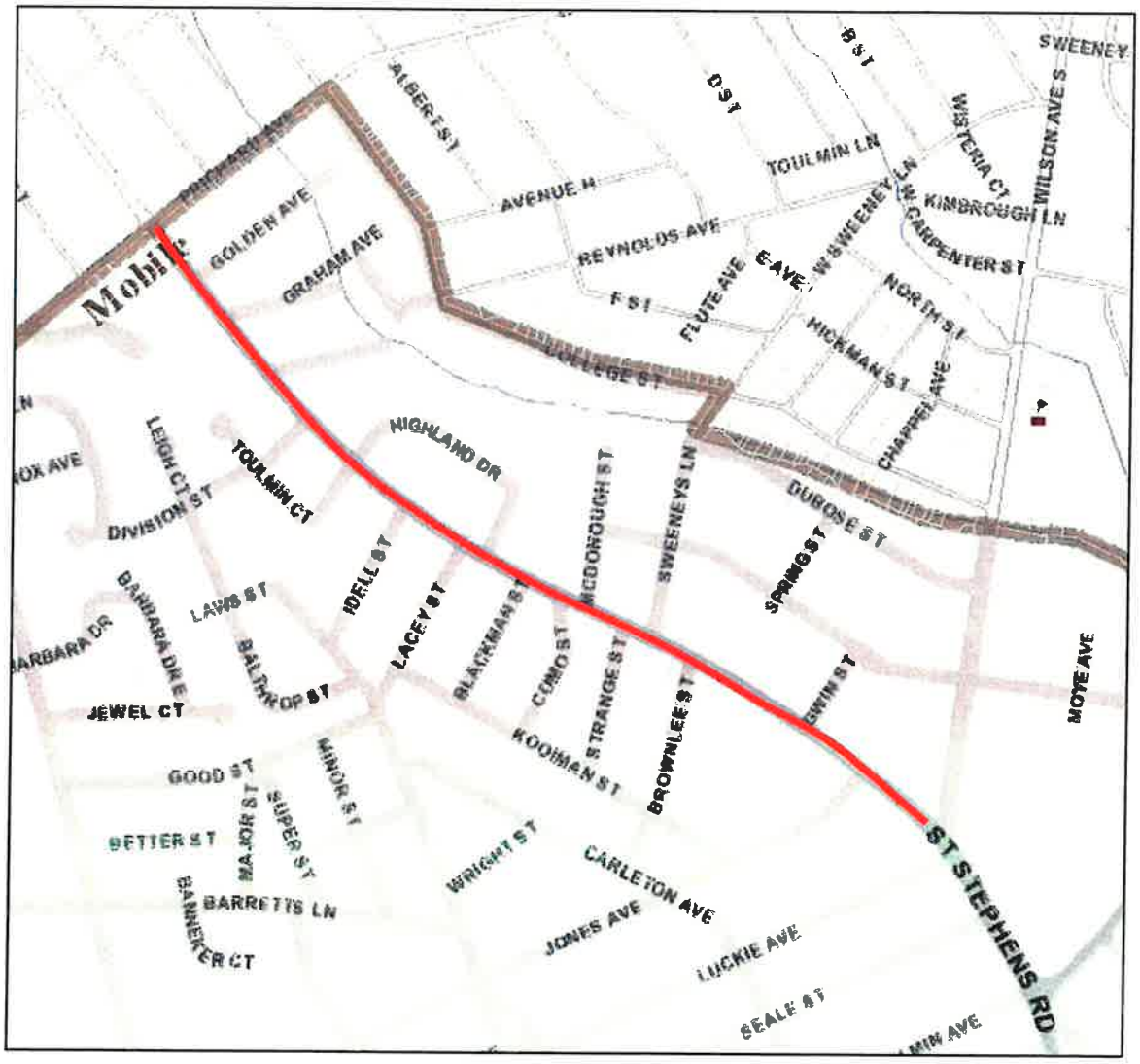

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **US-45 STREETSCAPE IMPROVEMENTS,** City of Mobile Project No. **2022-3005-06.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $3,148,747.77 **[Three Million One Hundred Forty-Eight Thousand Seven Hundred Forty-Seven Dollars and Seventy-Seven Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (construction phase, close out phase and additional services) to be paid the ENGINEER shall not exceed $136,610.61 (One Hundred Thirty-Six Thousand Six Hundred Ten Dollars and Sixty-One Cents), unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

MICHAEL BAKER INTERNATIONAL
SCHEDULE OF RATES
US-45 STREETSCAPE IMPROVEMENTS

CLASSIFICATION	HOURLY RATES
Project Manager	$ 179.13
CEI Manager	$ 87.05
Sr. Inspector	$ 96.58
Level II Inspector	$ 86.29
Level I Inspector	$ 43.57
Clerical / Office Administrative Assistant	$ 70.79

The City shall reimburse based on the above rates and reimburse for the following actual expenses: copies, reproduction, postage, long distance telephone charges and laboratory services. Mileage shall be reimbursed at a rate of $ 0.665 / mile. Any travel expenses other than mileage must be approved in advance by the City. These rates shall remain valid until December 31, 2024.

RSA Battle House Tower
11 N. Water Street, Suite 14290 | Mobile, AL 36602
Office: 251.380.0898 | Fax: 251.380.9026

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Construction Phase.....$126,610.61

Closeout Phase $5,000.00

Base Contract Amount **$ 131,610.61**

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services **$ 136,610.61**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- Pdf's of as-built 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:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

SAMPLE

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) 10/30/2023

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Pittsburgh PA Office EQT Plaza ~ Suite 2700 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Michael Baker International, Inc. 11 N. Water Street, Suite 14290 Mobile AL 36602 USA	INSURER A: XL Insurance America Inc	24554
	INSURER B: Allied World Surplus Lines Insurance Co	24319
	INSURER C: American Guarantee & Liability Ins Co	26247
	INSURER D: Zurich American Ins Co	16535
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570102498985 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY			GL0419728102	08/30/2023	08/30/2024	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$10,000
	POLICY X PRO-JECT X LOC						PERSONAL & ADV INJURY	$2,000,000
	OTHER:						GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	$4,000,000
D	AUTOMOBILE LIABILITY			BAP 4197284 02	08/30/2023	08/30/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / X HIRED AUTOS ONLY						BODILY INJURY (Per accident)	
	SCHEDULED AUTOS / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR			AUC053258205	08/30/2023	08/30/2024	EACH OCCURRENCE	$2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED X RETENTION $10,000							
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC419728202	08/30/2023	08/30/2024	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		AOS				
D	If yes, describe under DESCRIPTION OF OPERATIONS below			WC419728502 WI	08/30/2023	08/30/2024	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	E&O - Professional Liability - Primary			03124806 Claims Made SIR applies per policy terms & conditions	08/30/2023	08/30/2024	Per Claim Aggregate	$1,000,000 $1,000,000

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

RE: MB Project Name: US 45 Streetscape Improvements, Project Number: TBD, 2022-3005-06. City of Mobile is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy provisions. A Waiver of Subrogation is granted in favor of City of Mobile in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability and Workers' Compensation policies. Should General Liability, Automobile Liability and Workers' Compensation Liability policies be cancelled before the expiration date thereof, the policy provisions of each policy will

CERTIFICATE HOLDER

City of Mobile
Attn: Tammy Olivero
Post Office Box 1827
Mobile AL 36633-1827 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570102498985

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AGENCY CUSTOMER ID: 570000027699
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Michael Baker International, Inc.
POLICY NUMBER	
See Certificate Number: 570102498985	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570102498985	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

ACORD 101 (2008/01)

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

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 under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, 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:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. 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. Solely with respect to the coverage provided by this endorsement, 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. Solely with respect to 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 under 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 Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **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, conditions, provisions and exclusions of this policy remain the same.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.
This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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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 4197281-02	08/30/2023	08/30/2024		15939000	$ 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: MICHAEL BAKER INTERNATIONAL LLC

Endorsement Effective Date: 08/30/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 4197281-02	Effective Date: 08/30/2023

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 4197284-02	08/30/2023	08/30/2024		15939000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CANCELLATION AND NONRENEWAL NOTICE ENDORSEMENT

A. Part Six – Conditions, Paragraph D.2. is replaced by the following:

D. Cancellation

2. We may cancel this policy. We must mail or deliver to you not less than 90 days advance written notice stating when the cancellation is to take effect except for cancellation for non-payment of premium. If we cancel this policy for non-payment of premium we must mail or deliver to you not less than ten days advance written notice. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

B. Part Six – Conditions, Paragraph F. is added.

F. Nonrenewal Notice

We will mail or deliver to you not less than 90 days advance written notice of our intention to nonrenew this policy. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Jeffrey D. May (affiant) who, being duly sworn says as follows:

Vice President of Michael Baker International, 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 Vice President for Michael Baker International, 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 Michael Baker International, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 19959.

Vice President of Michael Baker International, Inc.

Sworn to and subscribed before me this the 31st day of October, 2023.

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

S K WALL
Notary Public
Alabama State at Large

commission expires 11/2/2025

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Michael Baker International, Inc.
Address	11 North Water Street, Suite 14290 Mobile, AL 36602
Telephone	251-380-0898
E-Mail	brian.morgan@mbakerintl.com

RFP/RFQ Solicitation Number	N/A
Project Description	US-45 Streetscape Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male _____ Female _____ Minority _____ Non-minority _____ SDVO _____ Total #of Employees 3,750

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Morgan

Signature: _____ Date: 10/31/2023

Title: Project Manager

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

Name: Brian Morgan Title: Project Manager

Email: brian.morgan@mbakerintl.com Phone: 251-380-0898

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 (Cont'd

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

Please Print Company Michael Baker International, Inc. Your Bid/Proposal Amount $ N/A Date: 10/31/2023

____/____/____ Description

Name of Bidder/Proposer: US-45 Streetscape Improvements

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
N/A	N/A	N/A	N/A	N/A	N/A	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Michael Baker International, Inc.

Contact Person: Brian Morgan Phone 251-380-0898 Email brian.morgan@mbakerintl.com

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

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

		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 Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

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

_____

_____

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 10 / 25 / 23

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a contract for part-time construction inspection only.

The tasks are specialized and the cost is not enough to warrant the use of sub-contractors.

Contract for Michael Baker International, Inc. not to exceed $136,610.61.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 10/25/2023 (Date)

251-208-7426 **Telephone Number**

nick.amberger@cityofmobile.org **Email Address**

Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 11/8/2023 (Date)

Approved By (CAO)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 9:57 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Bottles Up Mobile, Inc.
Location:	Moonpie Drop 160 Saint Francis Street Mobile, AL 36602

Adopted:

_____

City Clerk

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 21, 2023	NEW APPLICATION	2023 - 5615	124969	November 28, 2023

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

Gentlemen:

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

BOTTLES UP MOBILE INC

Trade Name (DBA)

MOONPIE DROP

Location Address

160 SAINT FRANCIS STREET MOBILE AL 36602

Comments

EVENT DATE - DECEMBER 31 2023

PARKING LOT BETWEEN 22ND STATE BANK AND TITLE BUILDING

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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Comments

EVENT DATE - DECEMBER 31 2023

PARKING LOT BETWEEN 22ND STATE BANK AND TITLE BUILDING

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **November 21, 2023**

Re: **Application # 5615 / 160 St. Francis St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a special event with special retail sales and an occupant load less than 100 persons is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5615 DATE 11/28/2023

APPLICANT BOTTLES UP MOBILE LLC

LOCATION 160 ST FRANCIS ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 21, 2023	NEW APPLICATION	2023 - 5615	124969	November 28, 2023

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.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

MOONPIE DROP

Location Address

160 SAINT FRANCIS STREET **MOBILE** **AL 36602**

Business Contact Person Information			
Name	Title	Phone	Email
THOMAS B MCGREGOR	OWNER		

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

What is/was the start date of this business? **03.29.2023**

The alcohol license will not be issued until two (2) letters of approval 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	Application Type	Application Number	License Number Assigned	City Council Agenda Date
November 20, 2023	NEW APPLICATION	2023 - 5615	124969	November 28, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	MOONPIE DROP

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	12.22.2021	958-345	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
87-4118229	R011297283

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
160 SAINT FRANCIS STREET	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
		AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
STAFFING OF EVENT	N/A

Business Contact Person Information

Name	Title	Phone	Email
THOMAS B MCGREGOR	OWNER ☐ POA		COM

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
EVENT MOBILE INC - MARGO GILBERT	(251) 338-2000	

Property Owner Address	City	State	Zip Code
160 ST FRANCIS STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
	N/A	YES	NO	SINGLE	OTHER

Do the premises have a fully equipped and 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), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
MCGREGOR, THOMAS BRATTON	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	GRAND BAY	AL	36541
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
			/6

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, 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	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**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

BM 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.

BM The undersigned, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time.

BM 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.

BM The undersigned understands that the City 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BM Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

BM 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.

Owner/Applicant Printed Name	Date
Bratton McGregor	11.20.23
Owner/Applicant Signature	**Title**
B M	President

Sworn to and subscribed before me this 20th day of NOVEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

November 21, 2023

SPEC EVNT - BOTTLES UP INC- MOONPIE DROP

TORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$400.00

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

Thank you for your payment

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement.

An email confirmation was sent to SHAWN.SKINNER@CITYOFMOBILE.ORG.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Revenue 251.208.7462

www.cityofmobile.org

Transaction details

Date: November 21, 2023 08:31 AM CST

2023 Business Licenses #1512827	$50.00
Subtotal	$50.00
Processing fee	$2.50
Total	**$52.50**

Payment information

THOMAS BRATTON MCGREGOR - BOTTLES UP MOBILE INC

Confirmation number: CTJ7T7N6DW

Transaction type: Purchase

Thank you for your payment.

Return to Citizen Self Service

Skinner, Shawn

From: Online Payments <noreply@tylerportico.com>
Sent: Tuesday, November 21, 2023 8:31 AM
To: Skinner, Shawn
Subject: City of Mobile AL Payment Confirmation

CAUTION: External Email

City of Mobile AL payment confirmation

Hi THOMAS BRATTON MCGREGOR - BOTTLES UP MOBILE INC,

Thanks for your payment to City of Mobile AL. This email is your receipt.

This purchase will appear on the account statement for your Visa ending in 6420.

Confirmation #: CTJ7T7N6DW **November 21, 2023 08:31 AM CST**

Description	Amount
2023 Business Licenses #1512827	**$50.00**
Subtotal	$50.00

Processing fee	$2.50
Total	**$52.50**

Thank you for your credit card payment. Allow up to 48 hours for your payment to be reflected on your account statement. If you have questions, contact customer service for help.

View this receipt online

Have a new credit card? You can easily update your payment information.

City of Mobile AL

205 Government Street, Mobile, AL 36602

Website | Revenue 251.208.7462

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231120093128229

Type License: 140 - SPECIAL EVENTS RETAIL — **State:** $150.00 **County:** $150.00

Type License: — **State:** **County:**

Trade Name: MOONPIE DROP — **Filing Fee:** $50.00

Applicant: BOTTLES UP MOBILE INC — **Transfer Fee:**

Location Address: 160 SAINT FRANCIS ST MOBILE AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958-345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 12/22/1921

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	OWNER		

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: THOMAS BRATTON MCGREGOR **Home Phone:** 251-604-4776
Business Phone: 251-604-4776 **Cell Phone:** 251-604-4776
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.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: 20231120093128229

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MARGO GILBERT 251-338-2000
What is lessors primary business? EVENT MOBILE INC
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 9999 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231120093128229

Initial each — **Signature page**

Initial each	
AC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AC	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.
AC	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.
AC	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.
AC	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.
AC	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashley Crocker POA

Signature of Applicant: Ashley Crocker POA

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept 13, 2025

Commission expires:

Application Taken: **Application Submitted:**
Submitted to Local Government:
Received in District Office: **Reviewed by Supervisor:**
Forwarded to District Office:
Received from Local Government:
Forwarded to Central Office:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231120093128229

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: 12/31/2023 Ending Date: 01/01/2024
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD DECEMBER 31, 2023 IN THE PARKING LOT BETWEEN 22ND STATE BANK AND THE TITLE BUILDING AT 160 SAINT FRANCIS ST MOBILE. ENTRANCE/EXITS WILL BE CONTROLLED. ALCOHOL IS NOT TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations

License Covers: PARKING LOT
Are there any special restrictions, instructions, and/or conditions for this license?:
EVENT WILL BE HELD DECEMBER 31, 2023 IN THE PARKING LOT BETWEEN 22ND STATE BANK AND THE TITLE BUILDING AT 160 SAINT FRANCIS ST MOBILE. ENTRANCE/EXITS WILL BE CONTROLLED. ALCOHOL IS NOT TO LEAVE THE LICENSE PREMISE AND THIS IS A NON RENEWABLE LICENSE.

-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR
1

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result 07-08-2021 **E2021189000000211368**

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number: ---

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (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.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B		

10. 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.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

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 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

BOTTLES UP MOBILE INC

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. 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	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

SLS	R011297283	01/1/2023	12/31/2023

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: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 10:00 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail License
Submitted by:	Bottles Up Mobile, Inc.
Location:	Sip N Paint 2023 109 Government Street Mobile, AL 36602

Adopted:

_____
City Clerk

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 20, 2023	NEW APPLICATION	2023 - 5613	124969	November 28, 2023

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

Gentlemen:

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

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT 2023

Location Address

109 GOVERNMENT STREET (MARDI GRAS PARK) **MOBILE** **AL 36602**

Comments

EVENT DATE - DECEMBER 4 2023

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentlemen:

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

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT 2023

Location Address

109 GOVERNMENT STREET (MARDI GRAS PARK) **MOBILE** **AL 36602**

Comments

EVENT DATE -
DECEMBER 4 2023

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **November 21, 2023**

Re: **Application # 5613 / 109 Government St.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2 and is a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

As a government function of the City of Mobile, the site is exempt from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5613 DATE 11/28/2023

APPLICANT BOTTLES UP MOBILE INC

LOCATION 109 GOVERNMENT ST

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 20, 2023	NEW APPLICATION	2023 - 5613	124969	November 28, 2023

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.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

SIP N PAINT 2023

Location Address

109 GOVERNMENT STREET (MARDI GR MOBILE AL 36602

Business Contact Person Information			
Name	Title	Phone	Email
THOMAS B MCGREGOR	OWNER		

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

What is/was the start date of this business? **03.29.2023**

The alcohol license will not be issued until two (2) letters of approval 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	Application Type	Application Number	License Number Assigned	City Council Agenda Date
November 20, 2023	NEW APPLICATION	2023 - 5613	124969	November 28, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	SIP N PAINT 2023

Business Structure Type	Incorporation Date	Entity ID	State	County
CORP - CORPORATION	12.22.2021	958-345	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
87-4118229	R011297283

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
109 GOVERNMENT STREET (MARDI GRAS PARK)	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
		AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
STAFFING OF EVENT	N/A

Business Contact Person Information

Name	Title	Phone	Email
THOMAS B MCGREGOR	OWNER ☐ POA		

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
CITY OF MOBILE	(251) 208-1551	

Property Owner Address	City	State	Zip Code
205 GOVERNMENT STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
	N/A	YES	NO	ONE STORY	OTHER

Do the premises have a fully equipped and 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), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
MCGREGOR, THOMAS BRATTON	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
		AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**
09/22/1983			

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
NO			

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, 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	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**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

BM 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.

BM The undersigned, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time.

BM 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.

BM The undersigned understands that the City 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

BM Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

BM 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.

Owner/Applicant Printed Name	Date
Bratton McGregor	11.20.23
Owner/Applicant Signature	**Title**
B M	President

Sworn to and subscribed before me this 20th day of NOVEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

November 20, 2023

SPEC EVNT - BOTTLES UP INC - SIP N PAINT

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1512827	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$400.00	$0.0	$0.00	$350.00

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

11/20/2023 10:30AM JESSICA C
037123-0001

BUSINESS LICENSE
BOTTLES UP MOBILE INC
124969
2023 Item: 1512827
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
**********6420
Ref=52379dc9-dac3-4ba9-840c-cb31793d1d78
Auth=00770G

Change due **$0.00**

Paid by: MCGREGOR/BRATTON

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

-787 (Rev. 01-23-2015)

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DATE: 07-08-2021

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD GRAND BAY
AL 36541

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result 07-08-2021 E2021189000000211368

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at (304) 625-5590. You may also visit the Web site at www.fbi.gov for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (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.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345 D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B	D	

10. 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.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

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 22, 2021

Date

J. H. Merrill

RES992969

John H. Merrill **Secretary of State**

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

-BOTTLES UP MOBILE INC

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and 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	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011297283	01/1/2023	12/31/2023

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: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

To Whom It May Concern,

The City of Mobile Parks and Recreation Department will be hosting an event, Sip 'N Paint, on 12/4/23. The event will begin at 6:00pm and end at 9:00 pm.

The Sip 'N Paint event takes place at Mardi Gras Park, 109 Government Street, Mobile, AL 36602.

The City of Mobile will be leasing space at the event to Bottles Up Mobile, Inc. to provide bar services during the event. Bottles Up Mobile, Inc. will be able to set up a bar location within the event space, in Mardi Gras Park, during the event hours on 12/4/23.

If you have any questions, please feel free to reach out.

Thank you,

Saint Hope Walker
Office Assistant
City of Mobile Parks and Recreation Department
Events Division

City of Mobile
Parks & Recreation Department
48 N. Sage Avenue
Mobile, Alabama 36607

PARKS AND RECREATION

Scheduling Confirmation

Facility: Mardi Gras Park – 109 Government Street, Mobile, AL 36602

Applicant: Bottles Up Mobile, Inc.

Event: Sip 'N Paint 2023

Reservation Date

From: 12/4/23 at 6:00pm
To: 12/4/23 at 9:00pm

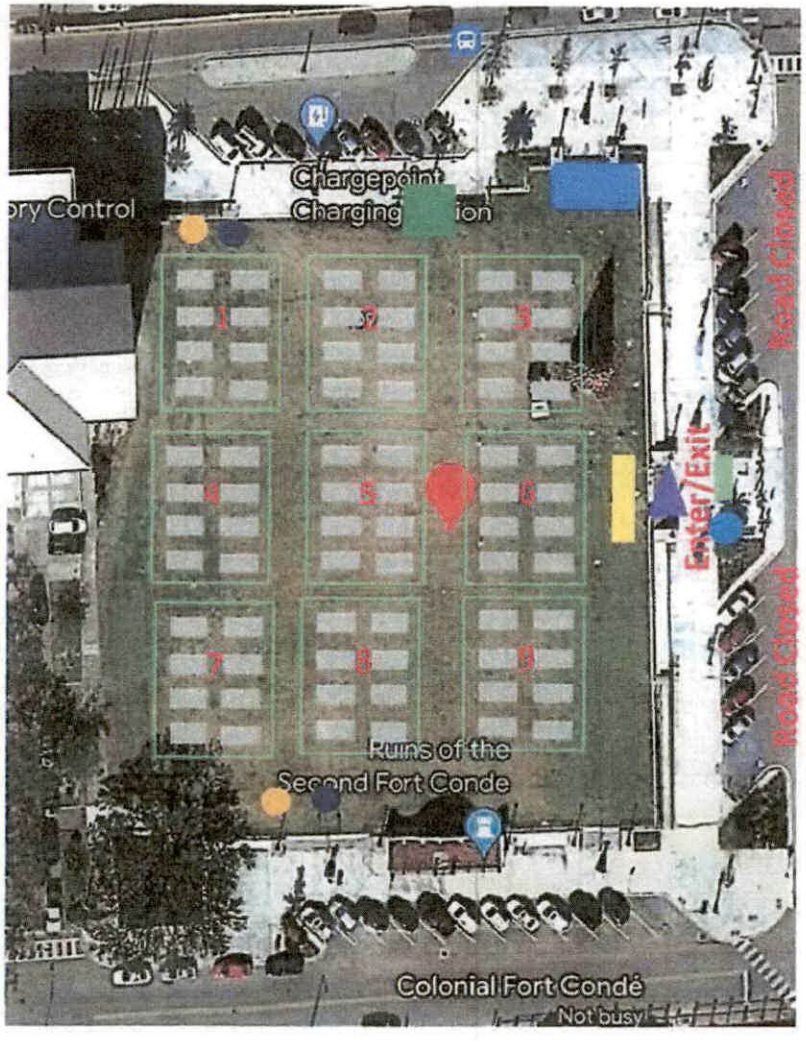
Reservation Fee: $0.00
Security Deposit: $0.00
Total Amount: $0.00

Payment Records
Amount Paid: $0.00
Amount Due: $0.00

Applicant Signature

Rentals Representative Signature

8/9/23
Date



DJ

Bar

Alpha Lit

Balloon Arch

Check in

Paint Table

Canvas table

MPRD Information Table

Sections

73 tables 292 chairs

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231108140743941

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SIP N PAINT 2023 **Filing Fee:** $50.00

Applicant: BOTTLES UP MOBILE INC **Transfer Fee:**

Location Address: 109 GOVERNMENT ST MARDI GRAS PARK MOBILE, AL 36602

Mailing Address: 1[redacted]

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** CORPORATION

Book, Page, or Document info: 958 345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:**

Date of Authority:

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT	09/22/1983 [redacted]	[redacted]

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: THOMAS BRATTON MCGREGOR **Home Phone:** 251-604-4776
Business Phone: 251-604-4776 **Cell Phone:**
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.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: 20231108140743941

If applicant is leasing the property, is a copy of the lease agreement attached?
Name of Property owner/lessor and phone number: CITY OF MOBILE 251-208-1551
What is lessors primary business? CITY GOVERNMENT
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 99999 Does Licensed premises include a patio area? NO
License Structure: ONE STORY 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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231108140743941

Initial each	Signature page
AC	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AC	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AC	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.
AC	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.
AC	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.
AC	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.
AC	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashley Crocker POA

Signature of Applicant: Ashley Crocker POA

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20231108140743941

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: 12/4/2023 Ending Date: 12/4/2023
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD IN MARDI GRAS PARK ON MONDAY DECEMBER 4, 2023. ENTRANCE AND EXIT WILL BE MONITORED. BEER, WINE AND LIQUOR SERVED. NO ALCOHOL TO LEAVE LICENSED PREMISES. THIS LICENSE IS NON-RENEWABLE.

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: MARDI GRAS PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
EVENT WILL BE HELD IN MARDI GRAS PARK ON MONDAY DECEMBER 4, 2023. ENTRANCE AND EXIT WILL BE MONITORED. BEER, WINE AND LIQUOR SERVED. NO ALCOHOL TO LEAVE LICENSED PREMISES. THIS LICENSE IS NON-RENEWABLE.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Sponsored by:

Councilmember Carroll

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 10:02 AM

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class II (Package Store) License
Submitted by:	Skyline Mart, LLC
Location:	Dauphin Market 201 Dauphin Street Unit A Mobile, AL 36602

Adopted:

_____

City Clerk

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 20, 2023	TRANSFER - OWNERSHIP	2023 - 5612	127194	November 28, 2023

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

Gentlemen:

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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

SKYLINE MART LLC

Trade Name (DBA)

DAUPHIN MARKET

Location Address

201 DAUPHIN STREET UNIT A MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

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
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

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PO Box 1151 Montgomery AL 36101

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Legal Business Name

SKYLINE MART LLC

Trade Name (DBA)

DAUPHIN MARKET

Location Address

201 DAUPHIN STREET UNIT A MOBILE AL 36602

Comments

Yours Very Truly,

_____
Mobile City Council President

Applicant Signature _____ Date _____

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **November 21, 2023**

Re: **Application # 5612 / 201 Dauphin St.**

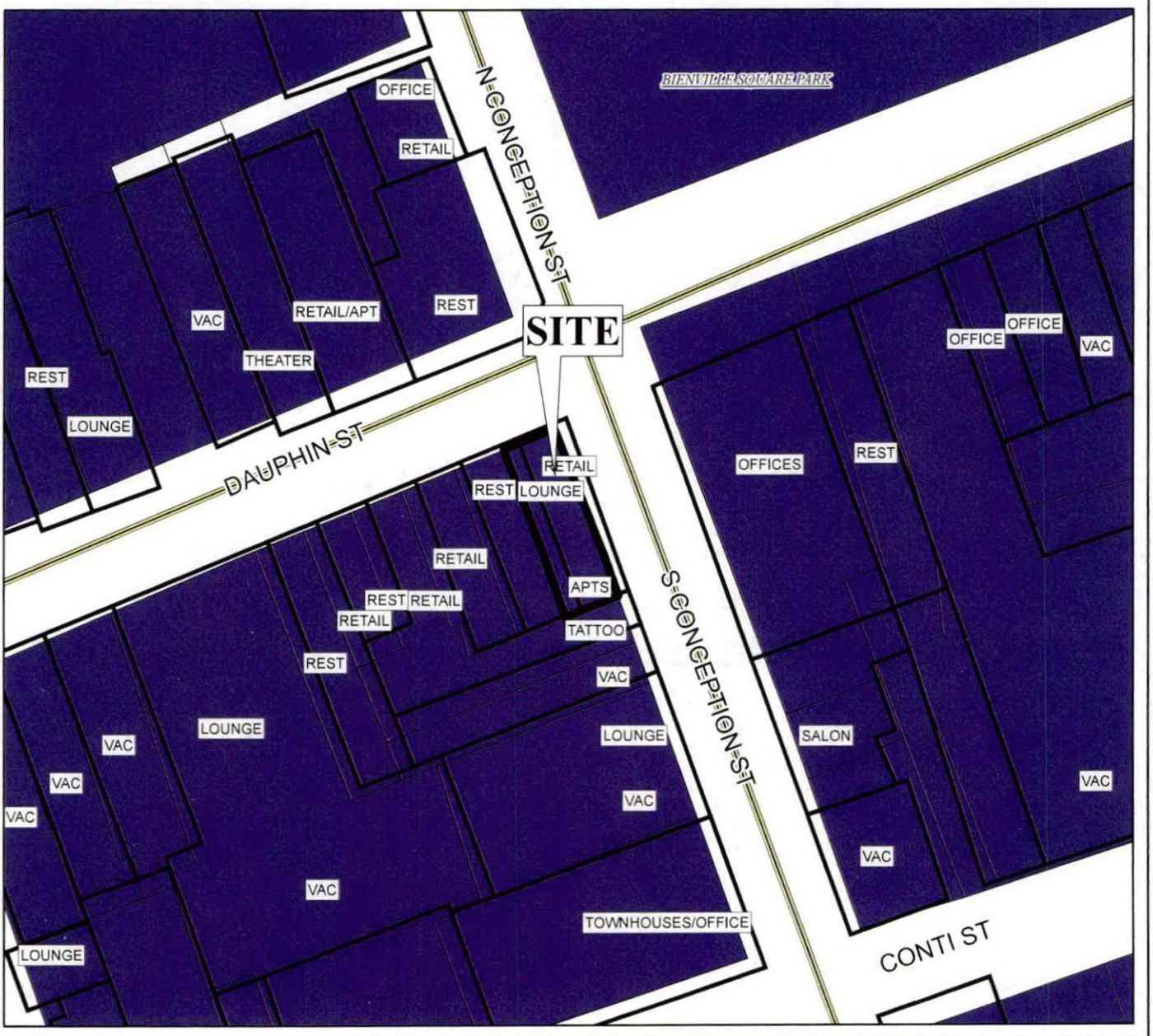
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.2. This is to advise that a package store with retail liquor sales is a permitted use in this zoning district.

The site is located within the Downtown Development District, which exempts T-5.2 from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5612 DATE 11/28/2023

APPLICANT SKYLINE MART LLC

LOCATION 201 DAUPHIN ST UNIT A

REQUEST ALCOHOLIC BEVERAGE LICENSE

N
W E
S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-1 R-2 R-3 R-B H-B B-1 T-B LB-2 B-2 B-3 B-4 B-5 CW MM ML MH I-1 I-2 PD MUN OPEN SD SD-WH T-3 T-4 T-5.1 T-5.2 T-6

City of Mobile Alcoholic Beverage License Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 20, 2023	TRANSFER - OWNERSHIP	2023 - 5612	127194	November 28, 2023

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.

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

SKYLINE MART LLC

Trade Name (DBA)

DAUPHIN MARKET

Location Address

201 DAUPHIN STREET UNIT A **MOBILE** **AL 36602**

Business Contact Person Information			
Name	Title	Phone	Email
AL BIN AWAL	OWNER	(	[redacted]

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

What is/was the start date of this business? **11.01.2023**

The alcohol license will not be issued until two (2) letters of approval 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 Approval Request

TO: City of Mobile City Council
FROM: City of Mobile Revenue Department
RE: Alcoholic Beverage License Request

Date to City Clerk	Application Type	Application Number	License Number	City Council Agenda Date
November 20, 2023	TRANSFER - OWNERSHIP	2023 - 5612	127194	November 28, 2023

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Business Contact Person Information			
Name	Title	Phone	Email
AL BIN AWAL	OWNER		1

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The alcohol license will not be issued until two (2) letters of approval 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	Application Type	Application Number	License Number Assigned	City Council Agenda Date
November 20, 2023	TRANSFER - OWNERSHIP	2023 - 5612	127194	November 28, 2023

License Type applied for with Alabama ABC Board	2nd License Type applied for with Alabama ABC Board
011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)	

Business Information

Legal Business Name	Trade Name (DBA)
SKYLINE MART LLC	DAUPHIN MARKET

Business Structure Type	Incorporation Date	Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	08.31.2023	001-097-249	AL	MOBILE

Federal Tax ID (FEIN)	AL State Tax ID
93-3192170	R011897499

Physical Address of Business (Street Address, Suite #)	City	State	Zip Code
201 DAUPHIN STREET UNIT A	MOBILE	AL	36602

Mailing Address for Business (PO Box, Street Name, Suite #)	City	State	Zip Code
	MOBILE	AL	

Primary Business Activity at this location	If Location Transfer, Previous Street Address and Zip Code
PACKAGE STORE	N/A

Business Contact Person Information

Name	Title	Phone	Email
AL BIN AWAL	OWNER ☐ POA	[redacted]	[redacted]

If TRANSFER of license, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
SAS PARTNERSHIP LLC	DAUPHIN MARKET

License Type	License Number	Any ABC Pending Actions
011 - CLASS II (PACKAGE STORE)	001872149	NO PENDING ACTIONS

Land/Building Information

Do you own or rent/lease the property? **RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED**

Property Owner Name	Prop Owner Phone	Property Owner Email
DAVID J NANMAN	(251) 490-8504	

Property Owner Address	City	State	Zip Code
204 DAUPHIN STREET	MOBILE	AL	36602

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure	License Covers
1,200	N/A	YES	NO	SHOPPING CENTER	PORTION OF

Do the premises have a fully equipped and operational kitchen? **NO**

Is the business used to habitually and principally provide food to the public? **NO**

Is the business equipped with services and facilities for on premises consumption? **NO**

Will the business be operated primarily as a package store? **YES**

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers — Copy of Driver's License Must Be Provided for each Person

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
AWAL, AL JUBAYER BIN	OWNER		
Home Street Address	**City**	**State**	**Zip Code**
	MOBILE	AL	
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC License(s) with any entity in your name?

	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
YES	MIDWAY MARKET LLC	TILLMANS CORNER CHEVRON	5412 US HWY 90 WEST MOBILE 36619

Full Name (Last, First, Middle)	Title	Drivers License (State, Number)	
N/A			
Home Street Address	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile Number**

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years?

	If YES, 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	Address (Street, City, Zip)

Power of Attorney (POA) Information — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title	Date of Birth	Drivers License (State, Number)	
N/A				
Home Street Address	**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

✓ 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.

✓ The undersigned, if issued a license 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 officer of the State, County or Municipality in which the licensed premises are located to enter and search without 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 or not, at any time.

✓ 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.

✓ The undersigned understands that the City 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 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 without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

✓ Applicant for the Alcoholic Beverage license, requested by the foregoing 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 herein, the applicant is the only person interested in the business for which license is requested.

✓ 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.

Owner/Applicant Printed Name	Date
AL JUBAYER BIN AWAL	11-20-23
Owner/Applicant Signature	**Title**
	owner

Sworn to and subscribed before me this 20th day of NOVEMBER 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
R SHAWN SKINNER	R Shawn Skinner	November 19, 2025

Notary Stamp

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

November 17, 2023

DAUPHIN MARKET

201 DAUPHIN STREET

UNIT A

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 127194 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
1677402	12/2023	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

11/20/2023 09:00AM SHAWN S.
037113-0001

BUSINESS LICENSE
DAUPHIN MARKET
127194
2023 Item: 1677402
ALCOHOL APPLICATION FEE $50.00

$50.00

Subtotal **$50.00**
Total **$50.00**

CASH $50.00

Change due **$0.00**

Paid by: DAUPHIN MARKET

Comments: ABC APPLICATION FEE

Thank you for your payment

CUSTOMER COPY

KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

HAL TAYLOR
SECRETARY

October 17th, 2023

Dear Mr. Awal,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation
Thirteen

XXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXX
TCN:
NAME:AWAL,ALJUBAYER BIN
SOC:
ABI RESULT:IDENT
SID:

CERTIFIED COPY OF ALEA DOCUMENT

10-17-2023 11:58 ALLEA0049
*ATN/TCN8002307370
*OPR/AFIS
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 10-17-2023
*NAME STATE ID NO. FBI ID NO.
*AWAL,ALJUBAYER B
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB
*M A 511 250 BLK BLK BL
*SOCIAL SECURITY SCARS-MARKS-TATTOOS
*ALIAS NAMES
* N
*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION
*
****
*LAST PAGE ON SID AL02927380

SEQ # 801 MRI # 99389877

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.

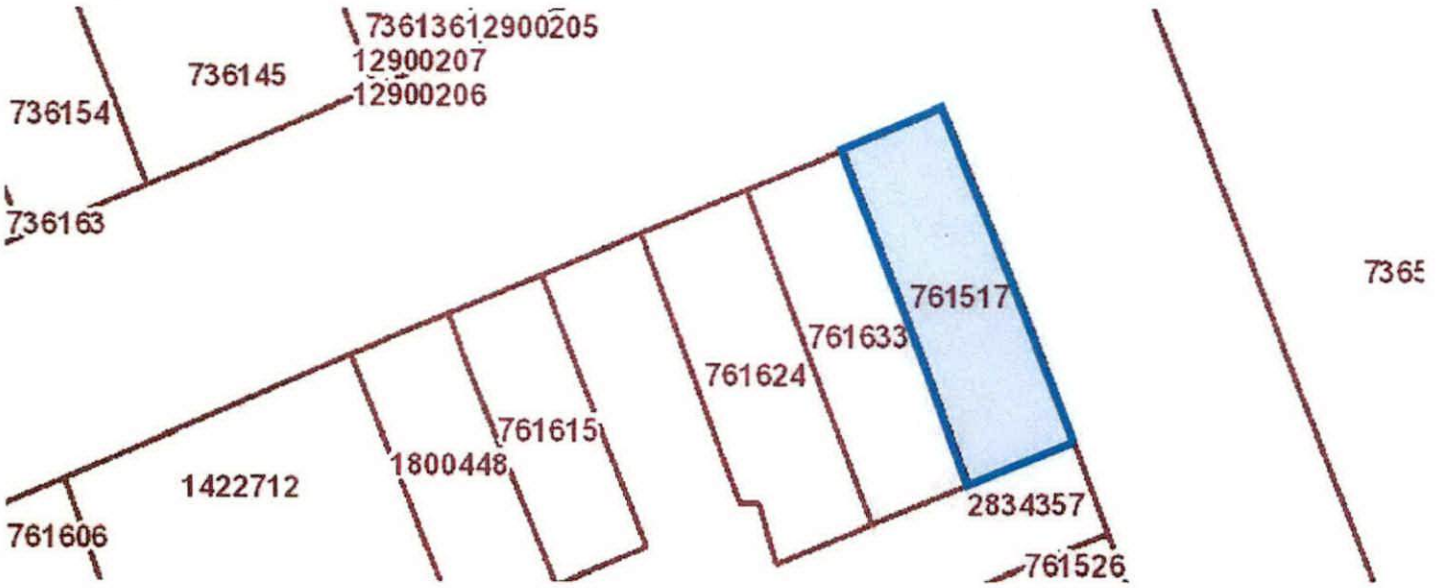
Sworn to and subscribed before me this 16th day of November 20 23

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Syreeta Kinney	Syreeta Kinney	My Commission Expires: December 2, 2025

Notary Stamp

	Owner of Property (Print Name)	Applicant Name (Print Name)
	DAVID J NAMAN	AL JUBAYER BIN ALAL
Owner of Property (Signature)		Applicant Name (Signature)
Street Address	2041 Dauphin Street	2889 Sollie Road APT 805 Mob
City, State, Zip	Mobile AL 36602	Mobile AL 36695
Date Agreement Signed	11-16-23	

Map



Property Details

Account	
Key Number:	761517
Legal Description:	BEG AT TH SW COR OF DAUPHIN & CONCEPTION ST TH RUN S 97.42 FT TH SW-LY 25 FT TH NW-LY 78.75 FT TO S/L OF DAUPHIN ST TH NE-LY 25 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 011
Parcel Number:	2906400011023XXX
Type:	Real
Property Class:	3
Location	
Address:	201 DAUPHIN ST MO
Owner	
Name:	MONAHAN MARY MARGARET &
Mailing Address:	207 DAUPHIN ST MOBILE , AL 36602
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

NOTICE!

Notice is herby 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

License Type(s)

011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE STORE)

Legal Business Name

SKYLINE MART LLC

Trade Name (DBA)

DAUPHIN MARKET

Location Address

201 DAUPHIN STREET UNIT A MOBILE AL 36602

Application Number

2023 - 5612

Post Date

November 20, 2023

That public hearing on said application has been set before the City Council @ 1030am on Tuesday

November 28, 2023

Date

at the Government Plaza Auditorium (1st floor) located at 205 Government Street, Mobile Alabama. 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 addressed to the City of Mobile City Clerk Office

Applicant Signature

Revenue Dept Representative

R Shawn Skinner

In accordance to City of Mobile Code , 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.

PLEASE READ YOUR LEASE

STATE OF ALABAMA)
COUNTY OF MOBILE)

THIS LEASE, made this 1st day of November 2023 by and between David T. Norman of 204 Dauphin St Mobile AL 36602 hereinafter called "Lessor," of the one part, and SK Wine Mart, LLC of N/A Ala., as agent, and of 2289 Sollie Rd. Apt. 209 805 Mobile AL 36695-5534 hereinafter called "Lessee," of the other part

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile, Mobile County, Alabama, to wit:

DESCRIPTION

201 Dauphin St. unit "A"
"In Its As Is Condition"

for continuous use and occupancy by the Lessee as Covenient / Liquor Store and for no other different use or purpose, for and

TERM

during the term of 5 Years, beginning on the 1st day of November 2023, and ending on the 31st day of October 2028

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or said agent, at the office of said agent as fixed minimum rent for said premises for the whole term hereunder, the

RENT

sum of One Hundred Forty Two Thousand Eight Hundred & 00/100 ($ 142,800.00) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth

By 60 Consecutive Payments Due on the 1st of November 2023 and on the 1st Day of Each Month thereafter, As Follow.

1st. 12 Months $2,000.00 Per Month 11-1-2023 to 10-31-24
Next 12 Months 2,100.00 Per Month 11-1-2024 to 10-31-2025
Final 36 Months 2,600.00 Per Month 11-1-2025 to 10-31-2028

The Following Contents In the Property belongs to the Lessor, Shelves, Counters, Walk In Cooler and Ice Machine, may be Used by Lessee and Must be Kept In working order & Maintain by Lessee and Must be Replaced by Lessee IF broken or Not Working At End of this Lease.

A Security Deposit in the Amount of 2,600.00 Due At Signing this Lease

THIS LEASE IS MADE UPON THE FOLLOWING FURTHER TERMS, CONDITIONS AND COVENANTS.

LATE CHARGE

In addition to all other payments provided for in this lease, lessee shall be assessed with and shall pay a late charge of $ 200.00 for each rental installment which is delinquent for ten (10) days or more

POSSESSION

The Lessor covenants that the Lessee on paying the fixed minimum rent, hereafter referred to as "rent," and additional rent reserved, if any, and performing all the covenants and agreements herein contained shall peaceably and quietly have, hold and enjoy the demised premises. Provided, however, the Lessor shall not be liable for the failure or inability of the Lessee to obtain possession of said premises provided the Lessor shall exercise due diligence and effort to place the Lessee in possession.

AGENCY AND COMMISSIONS

In consideration of Agent's services in negotiating this Lease, Lessor agrees to pay said agent, his heirs or assigns a commission of N/A of the gross rents and additional rents payable during the term of this lease and any extensions, renegotiations, or renewals thereof; said commission to be paid as and when rents are paid by Lessee and, regardless of where, when or by whom said rents may actually be collected. Said Agent is hereby authorized to collect all rental due hereunder and to withhold therefrom, before remitting to Lessor, the amount due Agent as such commission

However, in the event the demised premises are sold to Lessee by Lessor, taken by condemnation, or if Lessor permits Lessee to cancel this Lease, the balance of commission calculated for the remainder of the term, as then extended, shall become immediately due and payable by the Lessor, or in the alternative, the agent may demand and receive a commission on the sales price of Lessor's sale to Lessee in a minimum amount equal to the percentage provided for rental commission in the preceding paragraph. If but a part of the demised premises are taken by condemnation and the Lessee continues to pay rental on the remainder, the commission payable based on such award will be calculated on a pro-rata basis with the balance of commissions to be paid out of the continuing rentals paid by Lessee on the remainder. Obligations of the Lessor hereunder shall be binding upon the Lessor, the Lessor's personal representatives, heirs, successors, assigns and/or grantees in title of the premises demised hereby and the same shall be a charge upon the land, tenements and hereditaments thereof

ALTERATIONS

Lessee will make no alterations in or to said building and will not paint any part of said building without the written consent of the Lessor, or Lessor's agent except as otherwise herein provided, and in no event shall Lessee paint sprinkler heads if sprinkler system exists on leased premises

ADDITIONAL LESSEE'S DUTIES

Lessee will replace all plate and other glass, if and when broken, and will replace all keys lost or broken keep the roof, gutters and downspouts clean, and will pay all bills for sewer, water, light and gas used on said premises, and will keep the interior of said premises, together with all electrical, plumbing (above or below the ground), elevators

heating, air conditioning, sprinkler systems, and other mechanical installation and/or systems therein, in good order and condition, and will promptly repair all damage suffered as a result of freezing, stoppage or from Lessee's neglect. Should Lessee fail to do or undertake the replacement, maintenance and repair of the items and things herein required of Lessee, the Lessor may do and undertake the same, after two days' written notice, and the Lessee will pay the Lessor the costs and expenses thereof, together with interest thereon at the highest legal rate, not to exceed 15% per annum, upon demand, and any sum thus due from Lessee to Lessor by virtue hereof shall be secured as additional rent under the terms of this lease.

Lessee shall maintain the premises including any adjacent parking lots and yard areas in a clean and neat condition, keeping all windows and plate glass clean, storing all trash, garbage and rubbish in closed containers or dumpsters providing for prompt and regular removal of same, and Lessee shall not otherwise dispose of or burn any trash, garbage or rubbish on or about the premises

LESSOR RELEASED

Lessor shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of said elevators, heating, air conditioning, other mechanical installations and/or systems, electric wiring, pipes, closets or plumbing, or any of them, nor shall Lessor be liable for any damage to any property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

ORDINANCES

Lessee will comply at all times and in all respects with all laws and ordinances relating to nuisances, fire, health, safety and sanitation insofar as the building and premises hereby let, and the streets and highways bounding the same are concerned, and the Lessee will not by any act, or omission, render the Lessor liable for any violation thereof.

NUISANCES

Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and said premises at all times. If the demised premises, or any part thereof, consists of first floor space, adjacent upon the street, or alley, the Lessee will keep the sidewalk and curb in front thereof or adjacent thereto clean, and save harmless the Lessor from all damages or claims for damages for failure so to do.

Lessee shall not conduct or permit any activity on the premises which will result in the emission of loud noises or offensive odors so as to disturb adjacent tenants or property owners.

OVERLOADING

Lessee will not overload the building, its floors, roof, walls or elevators and shall be liable for all damages to the property or other consequences of overloading and Lessee assumes the further responsibility to determine the extent to which the premises may be used without violating this provision.

DEFAULT

Upon the happening of any one or more of the events as expressed below in (a) to (i) inclusive (which said events shall separately and severally constitute a default hereunder at Lessor's option), the Lessor shall have the right at the option of the Lessor to: (1), annul and terminate this lease, and thereupon re-enter and take possession of said premises; or (2), re-enter and re-let said premises from time to time, as agents of the Lessee, and such re-entry and/or re-letting shall not discharge the Lessee from any liability or obligations hereunder, except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit on the Lessee's liability for rents under the terms of this lease. Nothing herein, however, shall be construed to require the Lessor to re-enter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Lessor to sue for rents, whether matured by acceleration or otherwise, but on the contrary the Lessor is hereby given the right to demand, collect and/or sue therefor at any time after default.

(a) In the event the Lessee should fail to pay any one or more of said installments of rent as and when the same becomes due, or fail to pay on demand any amount due Lessor and secured as additional rent hereunder

(b) In the event Lessee removes, attempts to remove or permits to be removed from said premises, except in the usual course of trade, the goods, furniture, effects or other property of the Lessee brought thereon.

(c) In the event an execution or other legal process is levied upon the goods, furniture, effects or other property of the Lessee brought on said premises, or upon the interest of the Lessee in this lease.

(d) In the event a petition in bankruptcy or a petition under the Bankruptcy Act, or any amendment thereto, is filed by or against the Lessee or the Lessee is adjudged a bankrupt

(e) In the event an assignment for the benefit of creditors is made by the Lessee.

(f) In the event of the appointment of a Receiver of Lessee's property.

(g) In the event the Lessee, before the expiration of said term, without the written consent of the Lessor, vacates said premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same are hereby let, or ceases to use said premises for the purposes herein specified.

(h) In the event that Lessee shall cause or allow a mechanics' and materialmen's lien to accrue against the premises.

(i) In the event the Lessee violates any of the other terms, conditions or covenants on the part of the Lessee herein contained.

ACCELERATION

Upon default, breach of condition, or upon the termination of this lease or re-entry upon said premises for any one or more of the causes set forth above, or upon any termination of this lease or re-entry of said premises, the rents hereunder for the entire rental period and other indebtedness, if any, payable under provisions hereof shall be and become immediately due and payable and without regard whether or not possession of the premises shall have been surrendered to or taken by the Lessor.

IMPROVEMENTS

All improvements and additions to the leased premises shall adhere to the lease premises, and become the property of the Lessor, with the exception of such additions as are usually classed as furniture and trade fixtures. Said furniture and trade fixtures are to remain the property of the Lessee, and may be removed by the Lessee upon the expiration of this lease, provided all terms, conditions and covenants of the within contract have been complied with by the Lessee and said Lessee restores the building and premises to its original condition, natural wear and tear, excepted.

FIRE/WIND AND OTHER CASUALTIES

If the rented premises shall be damaged or destroyed by fire, flood, windstorm, riot, insurrection or other cause, without fault of the Lessee, then, and in that event, the Lessor shall have the option within sixty (60) days from the time such damage shall have occurred to elect whether Lessor shall or shall not repair and restore said building to its original shape and condition, and the Lessee shall be notified of such election in writing. Should Lessor elect to make such repairs or restorations, same shall be completed as soon after such election is made as is practicable, and from time such damage occurs until the repairs are completed, an equitable abatement of rents shall be allowed

Should Lessor fail to elect to repair or restore said premises, Lessee may at Lessee's election within thirty (30) days from the expiration of said sixty (60) days period, either terminate this lease or elect to repair or restore said premises at Lessee's own expense, provided that notification of such election shall be given to Lessor in writing; and provided that if Lessee elects to repair or restore said premises such repairs or restoration shall be commenced immediately and promptly completed with the exercise of all reasonable diligence. An equitable abatement of rent shall be allowed from the time such damage occurs until the repairs or restoration are completed.

NOTICES

Except under those circumstances where it is requisite that notice be given to the Lessee at the demised premises; any notice, demand, communication, or election to exercise any option hereunder, whether intended for the Lessor or for the Lessee, shall be in writing, and may be served or delivered in person, or by prepaid U S Registered or Certified mail, to the address of the party intended as the recipient thereof as such address is herein stated, or to such other address as the parties hereto may at any time, and from time to time, designate in writing, (and as to notice to Lessor, a copy thereof shall be mailed or delivered to the said agent).

SIGNS, ETC

The Lessee shall not display or erect, or cause to be painted on or affixed to, the demised premises (improvements and ground), any lettering, signs, advertisements, awnings, or other projections thereon, without the written consent of the Lessor first sought and obtained, which consent shall not be unreasonably withheld. The Lessee's request thereof shall be in writing and shall contain such information as to the proposed lettering and/or signs as the Lessor may reasonably require.

SURRENDER

At the expiration of the tenancy herein created, Lessee shall surrender the leased premises in the same condition of cleanliness, repair and sightliness as the leased premises was in upon the commencement of business under this lease unless meanwhile repaired or improved in which event, from the time of such repairs or improvements as to that portion so repaired or improved, reasonable wear and tear and damage by unavoidable casualty excepted, and shall surrender all keys for the leased premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of all combination on locks, safes and vaults, if any, in the leased premises. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this lease

ATTORNEY'S FEE

In the event of employment of an attorney for the collection of any amount due hereunder, or for the institution of any suit for possession of said property, or for advice or service incident to the breach of any other condition of this lease by the Lessee, or on account of bankruptcy proceedings by or against Lessee, or legal process being issued against the furniture and effects of the Lessee, located upon the leased premises, or the leasehold interest of the Lessee, the Lessee agrees to pay and shall be taxed with a reasonable attorney's fee, which fee shall be a part of the debt evidenced and secured by this lease. In order to further secure the prompt payment of said rents, and when the same mature, and the faithful performance by the Lessee of all and singular the terms, conditions and covenants on the part of the Lessee herein contained, and all damages and costs that the Lessor may sustain by reason of the violation of said terms, conditions and covenants, or any of them, the Lessee does hereby waive any and all right to claim personal property as exempt from levy and sale under the Constitution and Laws of the State of Alabama or any other State.

WAIVER OF EXEMPTIONS

EASEMENTS

No representation on the part of the Lessor, or Lessor's agent, is here contained concerning the existence or not of any rights-of-way, party wall agreements, zoning ordinances, easements, prescriptions, or covenants running with the land effecting the property or improvements here demised, and to the extent only as such may be determined by a physical inspection of the property and/or as such may be of record in the Probate Court of Mobile County, Alabama, the Lessee takes possession hereunder charged with notice thereof, and is bound to recognize all such rights-of-way, party wall agreements, easements, prescription and covenants running with the land, and zoning ordinances, and to indemnify and hold the Lessor harmless for any violations or breaches there-of by said Lessee.

INDEMNITY

The Lessee will indemnify and save harmless the Lessor from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of the Lessee. The Lessee will indemnify, protect and save harmless the Lessor herein, from any loss, cost, damage, or expense caused by injuries to persons or property, while in, on, or about said premises herein leased; and any and all property of said Lessee which may be located or stored either in the demised premises or the building of which the demised premises form a part shall be at the sole risk of said Lessee.

LIABILITY INSURANCE

Lessee shall maintain at Lessee's expense public liability insurance covering the premises and operations of Lessee having limits of liability of not less than $500,000 bodily injury per occurrence plus $100,000 property damage per occurrence, or a Combined Single Limit of liability not less than $500,000 per occurrence. Such policy shall require that Lessor and Lessor's Agent be given 30 days advance notice in event of cancellation or material change, and shall furnish to Lessor and Lessor's Agent a Certificate of Insurance as evidence of compliance with this requirement.

STEAM BOILER

Lessee is strictly prohibited from installing and operating a steam boiler on the premises without written permission of Lessor, and such permission will be granted only after a requirement that specific boiler explosion insurance with limits adequate to cover damage to Lessor's property.

LESSOR'S RIGHTS CUMULATIVE

The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants of this lease, or to exercise any option herein contained, shall not be construed as a waiver, or a relinquishment for the future, of such covenant or option, but the same shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless expressed in writing, and signed by the Lessor, or Lessor's Agent.

SEVERABILITY

If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant and condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

HOLDING OVER

Should the Lessee continue to occupy the premises after the expiration of said term or after a forfeiture incurred, then, except as otherwise provided for in this paragraph, the Lessee shall continue as a tenant under the terms of this lease (except as to duration) from year to year, and each holding over period annually thereafter shall in like manner create and cause a similar extension of this lease from year to year. PROVIDED, HOWEVER, that if the said Lessee continues to remain in the premises after the expiration of the said term or after a forfeiture incurred, the Lessor, at any time, whether rent has been accepted by the Lessor or not, reserves the unqualified right, or option to notify the Lessee in writing of his election to terminate the lease or any extension thereof, said termination to be effective at the end of the calendar month in which said notice is given, unless less than ten days remain in said month, in which event the effective date of termination shall be the last day of the calendar month following the date on which notice is given.

CONDITION

Nothing herein contained shall be construed as a warranty that said premises are in good condition or are fit or suitable for the use or purpose for which they are let. The Lessor or Lessor's agent have made no representation or promises with respect to said building or the demised premises except as herein expressly set forth.

MAINTENANCE AND REPAIRS

Lessor shall maintain and keep in good repair the roof and exterior walls of the buildings located on the premises, exclusive of glass and doors, however, Lessor shall not be obligated to make any other repairs or do any other work on or about the premises or to any equipment thereon.

Lessor reserves the right after reasonable notice and at any time to enter upon said premises himself, his workmen, contractor, architect, artisans and laborers, to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make, and such repairs shall be made at the Lessee's own risk as to his goods, wares, fixtures, equipment, stock, and furnishings, as to protection thereof from theft or damages or other hazard directly or indirectly connected with such repair work. Should the Lessee fail to make any repairs, replacements or fail to undertake any maintenance agreed to by him under this lease, the Lessor may enter the premises and make such repairs, replacements and undertake such maintenance under the same conditions hereinabove set out, and the cost thereof shall be payable by the Lessee on demand, together with interest at the highest legal rate not to exceed 15% per annum and which said sum shall be secured as additional rent under the terms of this lease.

INSPECTION

Lessor, or his agent, reserves the right to visit and inspect said premises at all reasonable times, and to show said premises to prospective tenants and purchasers, and to display "For Sale" signs on said premises, and during the last 6 months of this lease to display "For Rent" signs on said premises.

EMINENT DOMAIN

If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, then when possession shall be taken thereunder of said premises, the term hereby granted and all rights of the Lessee hereunder shall immediately cease and terminate, and the Lessee shall not be entitled to any part of any award that may be made for such taking, nor to any damages therefor except that the rent shall be adjusted as of the date of such termination of the lease. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect, as to the property remaining, and provided such property remaining is capable of continued enjoyment by the Lessee for the uses and purposes provided for hereunder, and the Lessee shall not be entitled to any award that may be made for such taking, nor shall such taking constitute a termination of this lease, or a constructive eviction of Lessee. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

CONDEMNATION

In the event the improvements on the premises here demised are condemned by any Public Authority except under conditions described in the paragraph immediately following, it is agreed and understood that upon notice of such order of condemnation that the Lessor has the option or election to (a), terminate this lease as herein provided, or (b), make the required repairs. If the Lessor elects to terminate this lease he shall give notice thereof in writing to the Lessee within thirty days of the date of the receipt of the order of condemnation from the Public Authority, and the Lessee shall then have thirty days from the receipt of the Lessor's notice to exercise his election, to (a), surrender possession of the premises or (b), continue in possession and make the required repairs at the Lessee's expense. If the repairs are made by either the Lessor or Lessee, as herein provided for, during the actual period of such repairs, it is agreed that there shall be a proportionate abatement of rent. PROVIDED, HOWEVER, that nothing herein contained shall be construed as prohibiting, limiting, diminishing or altering the Lessor's right to contest, deny, protest or in any other way attack, question or defend the matters involved in such condemnation both as to the facts and the authority of the Public Authority, and in that event the options or elections hereinabove provided for shall be exercisable in the manner above provided, only after the matters in contest have been judicially determined. The Lessor shall give notice to the Lessee of his election to contest the order of condemnation within thirty days after receipt of same.

SAFETY

If any Public Authority requires structural or other repairs or changes to the particular premises here demised; (for example, such as fire extinguisher systems, fire escapes, extra supports and braces), all or any of which are required by virtue of the Lessee's use of the property, then such changes, repairs, additions, etc., shall be promptly made after notice thereof, solely at the Lessee's expense, and upon the Lessee failing or refusing to do so, the Lessor may (a), consider this lease in default, or (b), make such repairs, changes, additions, etc., at the Lessee's cost and expense and such sums so expended together with interest thereon at the highest legal rate, not to exceed 15% per annum, shall be payable on demand and be secured as additional rent hereunder.

LESSEE TO REIMBURSE LESSOR TAXES

In addition to all other rents due hereunder, Lessee shall pay to Lessor any increase in ad valorem taxes on the demised premises (whether from increased value or rate of taxation) which become effective after the commencement of this lease and also all other licenses, taxes, assessments, penalties, charges, rates or liens of any nature whatsoever, which may be levied, assessed, charged, or imposed on or against the premises or against the Lessor by reason of ownership thereof whether levied by the State of Alabama or any political subdivision thereof and whether the same be on or against the property, its improvements, fixtures, or on or against the gross income therefrom or by reason of the rental thereof. In the event the assessments against these particularly described premises cannot be separated from the assessment applicable to other portions of the Lessor's property, Lessee shall pay a pro rata part of the increase determined by applying to the tax increase a fraction the numerator of which shall be the number of square feet of space in the leased premises and the denominator of which shall be the total square footage of buildings included in the tax assessor's description. The additional rent to be paid under this section will be paid upon Lessee's receipt of a bill therefor from the Lessor.

LESSEE TO REIMBURSE LESSOR INSURANCE

Lessee agrees to pay to Lessor the amount by which the premiums for insurance with all its endorsements payable for any lease year with respect to the demised premises exceed the amount of such premiums payable at the commencement of the term hereof. In the event premiums payable by Lessor include the common areas, buildings or stores other than the building constituting Lessee's demised premises in Lessor's property then any such increase in the premises shall be apportioned among the demised premises and such other buildings and stores to the end that Lessee shall pay only its proportion of any such increase. These monies shall be considered as additional rent and Lessee shall pay all such amounts upon demand by Lessor, which demand shall be accompanied by a statement setting forth the basis of such payments due from Lessor.

ADJOINING PROPERTY

Lessor does not warrant any rights to light, view or air over adjoining property and any diminution or shutting off of light, view or air by any structure which may exist or be erected adjacent to said building shall in no wise effect this lease, or impose any liability on Lessor.

SUCCESSORS IN INTEREST

Every provision hereof applicable to the Lessor and every provision hereof applicable to the Lessee shall also bind, apply to and run in favor of "their respective successors in interest, heirs, executors, administrators or personal representatives" as fully as if said quoted words were inserted after the word "Lessor" and "Lessee" wherever they appear herein, except that this provision shall not permit the assignment of the lease, or subleasing of the premises except on the conditions here imposed.

MORTGAGE

This lease shall at all times be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the building, and to all advances made or hereafter to be made upon the security thereof. The Lessee binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages at any time same may or shall be desired by any mortgagee or proposed mortgagee or by the Lessor. It is further agreed and understood, however, that whether this lease is subordinate to any such mortgage, or not, the Lessee's absolute right to quiet enjoyment of the premises demised hereby shall be maintained so long as Lessee shall pay all rentals and perform all duties required of Lessee hereunder.

"LESSEE" DEFINED

The words "Lessee" includes the plural as well as the singular and if there be more than one Lessee, a breach of condition or default by any one shall at the Lessor's option, bind all of the Lessees equally under the terms of this lease. The term Lessee also includes natural persons, partnerships and corporations or any combination thereof.

ARBITRATION

Wheresoever herein provision has been made for the abatement of rent or the equitable adjustment thereof as in case of damage by fire or other causes, eminent domain or condemnation, it is agreed and understood that in the event the Lessor and the Lessee should fail to agree as to the amount of such adjustment or the duration of time that such adjustment shall apply, that the matter in dispute at the election of either party shall be arbitrated. In order to provide for arbitration, it is further agreed that the Lessor or Lessor's agent shall appoint one arbitrator and the Lessee shall appoint another, and the two arbitrators so appointed shall select a third, and the opinion of the majority of said arbitrators shall in all things be final and binding upon the parties hereto. Any costs incurred in securing arbitration shall be borne equally by and between Lessor and Lessee.

RIDERS

All riders attached hereto are by reference made a part hereof and any terms or conditions of such rider, in conflict or inconsistent with the printed lease, shall supercede and control.

CAPTIONS

The captions in the margin of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of the lease.

ASSIGNMENT SUB-LEASING

Each and every transfer or assignment of this lease by the Lessee or any interest therein, shall be null and void, unless the written consent of the Lessor be first obtained thereto, which consent shall not be unreasonably withheld. Any violation hereof is agreed and understood to constitute a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

Should Lessor consent to the sub-letting by Lessee to a sub-lessee obtained by agent, Lessee, shall pay to agent a commission equal to that payable by Lessor to agent herein, of the gross rents and additional rents payable to Lessee during the term of said sub-lease as such rents are collected.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed THESE PRESENTS in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

Monica Satterstrom — WITNESS

David J. Naman — LESSOR (SEAL)

WITNESS

LESSOR (SEAL)

Emily Norman — WITNESS

Skyline Mart, LLC — LESSEE (SEAL)

Emily Norman — WITNESS

Al Jubayer Bin Awal — LESSEE (SEAL)

N/A — AGENT (SEAL)

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	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes Relocation Date	☐ 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	Trade Name (DBA)
Skyline Mart LLC	Dauphin Market

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
201 Dauphin Street Unit A	Mobile	AL	36602

Business Contact Person Information			
Name	Title	Phone	Email
Al Jubayer Bin Awal	Owner		

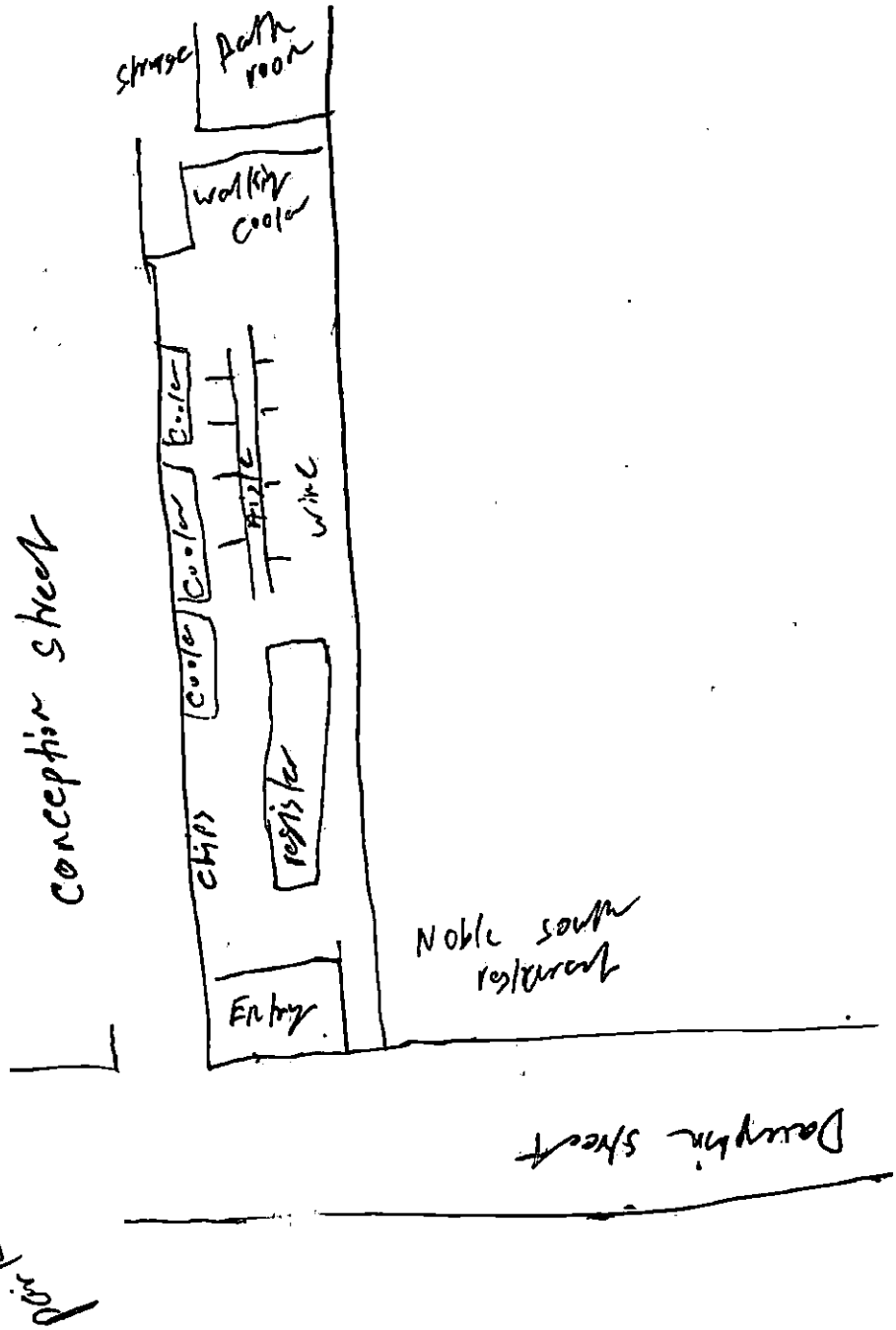
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
1200	N/A	N/A	✓	T5.2	✓

Comments

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	11-17-2023

Dauphin Market
Skyline Mart LLC



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20231106092049470

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

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

CURRENT LICENSEE:
SAS PARTNERSHIP LLC
Address: 201 DAUPHIN STREET SUITE A
MOBILE, AL 36602
Telephone: 561-827-3966

NEW APPLICANT:
SKYLINE MART LLC
Address: 201 DAUPHIN ST UNIT A
MOBILE, AL 36602
Telephone: 561-827-3966

Current License No: 011-001872149

LICENSED PREMISES ADDRESS: 201 DAUPHIN ST UNIT A MOBILE, AL 36602

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 6th day of November, 2023.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name: ABDULLAH A MAMUN
Title: OWNER

NEW LICENSEE (APPLICANT)

Print Name: AL JUBAYER BIN AWAL
Title: OWNER

WITNESS: (By ABC Enforcement)

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231106092049470

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** **County:**

Type License: **State:** **County:**

Trade Name: DAUPHIN MARKET **Filing Fee:**

Applicant: SKYLINE MART LLC **Transfer Fee:** $50.00

Location Address: 201 DAUPHIN ST UNIT A MOBILE, AL 36602

Mailing Address: 201 DAUPHIN ST UNIT A MOBILE, AL 36602

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-097-249

Do you sell Draft Beer?:

Date Incorporated: 08/31/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority:

Federal Tax ID: 93-3192170 **Alabama State Sales Tax ID:** R011897499

Name:	Title:	Date and Place of Birth:	Residence Address:
AL JUBAYER BIN AWAL 9818548 - AL	MEMBER	02/01/1987 BANGLADESH	2889 SOLLIE RD APT 805 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: AL JUBAYER BIN AWAL
Business Phone: 561-827-3966
Fax:

Home Phone: 561-827-3966
Cell Phone: 561-827-3966
E-mail: SKYLINEMART23@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: DAUPHIN MARKET
Applicant: SAS PARTNERSHIP LLC

Previous License Number(s)
License 1: 011-001872149
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231106092049470

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: DAVID J NAMAN 251-490-8504
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? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 1200 Display Square Footage: 500
Building seating capacity: 0 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: PORTION OF
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 miles
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)?

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20231106092049470

Initial each — **Signature page**

Initial each	
[ ]	In reference to law violations, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
[XXX]	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.
[XXX]	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
[ ]	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
[ ]	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
[ ]	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the 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.
[ ]	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): AL JUBAYER BIN HAMAL

Signature of Applicant:

Notary Name (print): SANDY DURHAM

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Receipt Confirmation Page

Receipt Confirmation Number: 20231106092049470

Application Payment Confirmation Number: 96076882

Payment Summary	
Payment Item	**Fee**
Transfer Fee for License 011	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE)
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: **DAUPHIN MARKET**
Applicant Name: **SKYLINE MART LLC**
Location Address: 201 DAUPHIN ST UNIT A
MOBILE, AL 36602
Mailing Address: 201 DAUPHIN ST UNIT A
MOBILE, AL 36602
Contact Person: AL JUBAYER BIN AWAL
Contact Home Phone:
Contact Business Phone:
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

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:

   Skyline Mart 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): Al jubayer B Awal

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   2889 sollie road apt 805 Mobile, AL 36695

   *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

001-097-249 DLL

Date	08/31/2023
Time	13:47:00
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 / 31 / 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 1 : 47 ○ 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 / 31 / 2023
Date (MM/DD/YYYY)

Al jubayer bin awal
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.

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:

Skyline Mart LLC

This name reservation is for the exclusive use of Al Jubayer Awal, 5412 US Highway 90 W, Mobile, AL 36619 for a period of one year beginning August 31, 2023 and expiring August 31, 2024

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 31, 2023

Date

RES112199

Wes Allen **Secretary of State**

EXHIBIT A

MEMBER	INTIAL CONTRIBUTION	INTEREST
Al Jubayer Awal	Future Services Rendered	100%

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:

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This name reservation is for the exclusive use of Al Jubayer Awal, 5412 US Highway 90 W, Mobile, AL 36619 for a period of one year beginning August 31, 2023 and expiring August 31, 2024

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 31, 2023

Date

RES112199

Wes Allen **Secretary of State**

STATE OF ALABAMA
COUNTY OF MOBILE

ARTICLES OF ORGANIZATION
OF
SKYLINE MART LLC

The undersigned, acting as the organizer of the Skyline Mart LLC under the Alabama Limited Liability Company Act, adopt the following Articles of Organization for said Limited Liability Company.

Article I
Name of the Company

The name of the limited liability company is Skyline Mart LLC (the "Company").

Article II
Period of Duration

The period of duration is ninety (90) years from the date of filing of these Articles of Organization with the Alabama Secretary of State unless the Company is sooner dissolved.

Article III
Purpose of the Company

The purpose of the Limited Liability Company is to engage in any lawful activity for which a Limited Liability Company may be organized in the state of Alabama.

Article IV
Registered Office and Agent

The Company's registered office is at address is 2889 Sollie Road, Apartment 805, Mobile, Alabama 36695; and the name and the address of

the Company's initial registered agent is Al Jubayer Awal, 2889 Sollie Road, Apartment 805, Mobile, Alabama 36695

Article V
Memberof the Organization

There is one initial member, all of which are identified in Exhibit A attached hereto and a part hereof. The initial capital contribution agreed to be made by the member is also listed on Exhibit A. The member has not agreed to make any additional contributions but may agree to do so in the future upon the terms and conditions as set forth in the Operating Agreement.

Article VI
Additional Members

The member, as identified in the Company's Operating Agreement, reserve the right to admit additional member and determine the Capital Contributions of such Members. Notwithstanding the foregoing, the additional Member may not become managing unless and until selected to such position as provided in Article VII of the Company's Operating Agreement.

Article VII
Contribution upon Withdrawal of Members

The member shall have the right to continue the company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any event which terminates the continued membership of a member in the Company (collectively, "Withdrawal"), as long as there is at least One remaining member, and the remaining member agree to continue the Company by unanimous written consent within 90 days after the Withdrawal of a Member, as set forth in the Operating Agreement of the Company.

Article VIII

Manager

The name and business address of the initial manager is:

Al Jubayer Awal

The manager may be removed and replaced by the Member as provided in the Operating Agreement.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Organization to be executed this ..... Day of 2022

Al Jubayer Awal — 09-21-23

Skyline Mart LLC — DATE

AN ALABAMA CORPORATION

BY: AL Jubayer Awal

5

This instrument is prepared by:

Al Jubayer Awal

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 09-06-2023

Employer Identification Number:
93-3192170

Form: SS-4

Number of this notice: CP 575 C

001936.361773.360066.28626 2 MB 0.561 1077

SKYLINE MART LLC
% AL JUBAYER AWAL SOLE MBR
2889 SOLLIE RD APT 805
MOBILE AL 36695

001936

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3192170. This EIN will identify your entity, 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 visit, www.irs.gov/einnotrequested.

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 of 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.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SKYLINE MART LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011897499	10/1/2023	12/31/2023

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.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 445320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

201 DAUPHIN ST UNIT A MOBILE AL 36602-2717

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Joseph Snowden, Executive Director of Administrative

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Adminstrative Services	Gauthier, Lana	Approved	11/22/2023 - 11:08 AM

November 1, 2023

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:

- **OCTOBER 2023 – Brandi Montgomery (Employee #19885) Administrative Services Mayor's Office – Executive Assistant**

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

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Diesel fuel for the Wave Transit.

Wave Transit expense.

Amount of Contract:
Total = $69,945.75

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231121 Agenda Package Wave Fuel POs	Cover Memo	11/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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, purchase orders to the indicated vendors in the approximate amounts stated, and to approve the supporting bid awards, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1931	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SELAED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1933	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY
1935	2024	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (SEALED BID 5845)	$23,315.25	(298802) CAMPBELL OIL COMPANY

Adopted:

_____
City Clerk

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			23250.00
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	VILATER GREEN			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7500.00 EACH	0.00870	65.25
	Vendor Item			
	Inventory Item/Loc 7982			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
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	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609
Delivery Reference
VILATER GREEN

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	23315.25	6624241.56
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	11/15/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	11/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	11/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	11/15/23	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001931-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001933-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG
	Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5845			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	3.10000	23250.00
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			23250.00
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
	Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00870	65.25
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			65.25

Bill To	Requisition 00001933-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Deliver To
WAVE TRANSIT
1224 WEST I-65 ROAD SOUTH
MOBILE, AL 36609

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	23315.25	6624241.56
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	11/15/23	JAMES NEESE JR	GL Allocation, GL Allocation c
Approved	11/15/23	DONALD ROSE	Auto approved by: 9105paij
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Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001933-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001935-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
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	VILATER GREEN
	Deliver To
	WAVE TRANSIT
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	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5845.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00 GALLON	3.10000	23250.00
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	WAVE TRANSIT			
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Bill To	Requisition 00001935-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6060.70.00.0000.0000.0000.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
CAMPBELL OIL COMPANY 418 PEANUT RD ELIZABETHTOWN, NC 28337 Tel#910-874-9876	WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 VILATER.GREEN@CITYOFMOBILE.ORG Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609 Delivery Reference VILATER GREEN Deliver To WAVE TRANSIT 1224 WEST I-65 ROAD SOUTH MOBILE, AL 36609			

Requisition Link

Requisition Total 23315.25

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	23315.25	6624241.56
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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Approved	11/15/23	SANDRA LEWIS	Auto approved by: 9105paij
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Approved	11/15/23	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	11/15/23	JOHN PAINE	Approved by: 9105neej
Approved	11/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Bill To	Requisition 00001935-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6060.70.00.0000.0000.0000.0000.0000.45020.
MOBILE, AL	Review:
36601	Buyer: 9105neej
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CAMPBELL OIL COMPANY	WAVE TRANSIT
418 PEANUT RD	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609
ELIZABETHTOWN, NC 28337	VILATER.GREEN@CITYOFMOBILE.ORG
Tel#910-874-9876	Delivery Reference
	VILATER GREEN
	Deliver To
	WAVE TRANSIT
	1224 WEST I-65 ROAD SOUTH
	MOBILE, AL 36609

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/15/23	298802				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID # 5845 FUEL (DIESEL) 18 OCT 2023 12:01 PM							
	CAMPBELL OIL COMPANY	DAVISON FUELS + OIL	INDIGO ENERGY	MANSFIELD OIL COMPANY .0060 TERMS DISCOUNT	PETROLEUM TRADERS CORPORATION	RETIF OIL + FUEL, LLC	SARATOGA RACK MARKETING
MARGIN PRICE PER GALLON	.0087	.0350	.0521	.1035 .0975 WITH TERMS DISCOUNT	.0665	.0389	.0091

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

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	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
10/03/2023	**5845**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Wednesday, October 18, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

FUEL

The City of Mobile requests bids for:
#2 Diesel Clear on Road.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are:

- 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.
- 7:00 A.M. – 12:00 P.M. at Wave Transit location.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

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 Aabama, 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

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	Fed Superfund Fee Recovery	.0039
	TOTAL	.04654

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following type of fuel:
Diesel #2 (Ultra Low Sulfur) Clear on Road.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:

Diesel #2 (Ultra Low Sulfur) Clear on Road
7500 Gallons per Delivery

Margin Price per Gallon

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Municipal Garage **770 Gayle St., Mobile, AL 36604**
3 each 10,000 Gallon Tanks
Below Ground

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 each 10,000 Gallon Tank
Above Ground

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
2 each 10,000 Gallon Tanks
Above Ground

The City of Mobile has the right to add delivery locations within Mobile City Police Jurisdiction.

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

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 .

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.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

EMAIL _____

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)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Bay Concrete, Inc., for 175 cu yards delivered concrete for Public Services.
General fund

Amount of Contract:

$27,475.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231121 Bay Agenda Package POs	Cover Memo	11/21/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
1691	2024	(2086B) CONCRETE/CAVE-IN	175 CU YDS DELIVERED CONCRETE FOR PUBLIC SERVICES (PRICE QUOTE)	$27,475.00	(295055) BAY CONCRETE, INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00001691-00 FY 2024
ACCOUNTS PAYABLE	PO 24001673
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 1

Vendor
BAY CONCRETE INC
4275 FRANK MAPLES RD

MOBILE, AL 36613

Tel#251-377-9703
Fax 251-645-6115

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	295055				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE			
001	CONCRETE 3000# NOTE: DELIVERIES OF MORE THAN 4 YARDS PER LOAD. CONTACT DEPARTMENT FOR DELIVERY INFORMATION.	175.00 YARD	157.00000	27475.00
	Additional Description Notes			
	QUOTED BY TRAVIS ON 11/6/2023			
	Vendor Item			
	Inventory Item/Loc 10988			
1	1000.40.20.2070.2086.2070.0000.0000.44020.			27475.00

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Bill To	Requisition 00001691-00 FY 2024
ACCOUNTS PAYABLE	PO 24001673
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910519540
vendorinvoices@cityofmobile.org	Status: Converted Page 2

Vendor
BAY CONCRETE INC
4275 FRANK MAPLES RD

MOBILE, AL 36613

Tel#251-377-9703
Fax 251-645-6115

Ship To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-CONCRETE & SIDEWALK
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/07/23	295055				CONCRETE/CAVE-IN

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			27475.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.44020.	27475.00	6624241.56

PUBLIC SERVICE MAINTENANCE EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	11/08/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	11/08/23	JAMES DELAPP	
Approved	11/08/23	CHERI BOUCHER	Auto approved by: 910518527
Approved	11/08/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	11/14/23	DONALD ROSE	Auto approved by: 910519540
Approved	11/14/23	SANDRA LEWIS	Auto approved by: 910519540
Approved	11/14/23	STEVEN KRONINGER	
Approved	11/14/23	SAMANTHA COOLEY	Auto approved by: 910519540
Approved	11/14/23	JOHN PAINE	Auto approved by: 910519540
Approved	11/14/23	MICHAEL SPAFFORD	Auto approved by: 910519540

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Intterra LLC for annual subscription renewal of Intterra Operations decision-support software for MFRD.
EMS expense fund.

Amount of Contract:

$20,171.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20231122 Intterra Agenda Package POs	Cover Memo	11/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

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
2164	2024	(1510) FIRE ADMINISTRATION	ANNUAL SUSCRIPTION RENEWAL OF INTTERRA OPERATIONS DECISION SUPPORT SOFTWARE FOR MFRD (PRICE QUOTE)	$20,171.00	(298142) INTTERRA, LLC.

Adopted:

_____

City Clerk

Bill To	Requisition 00002164-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INTTERRA, LLC 3740 DACORO LN SUITE 200 CASTLE ROCK, CO 80109 Tel#303-929-6717	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	298142				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- RENEWAL OF EXISTING SOFTWARE PURCHASED PER GSA CONTRACT #GS35F307BA.			
001	SOFTWARE: INTTERRA OPERATIONS MODULE SUBSCRIPTION RENEWAL FOR 1 YEAR: DEC 15, 2023-NOV14, 2024 AS PER INVOICE 1207 Vendor Item	1.00 EACH	20171.00000	20171.00
	1 6120.70.15.0000.0000.1510.0000.0000.42200.			20171.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 20171.00

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

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42200.		

Bill To	Requisition 00002164-00 FY 2024
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
INTTERRA, LLC 3740 DACORO LN SUITE 200 CASTLE ROCK, CO 80109 Tel#303-929-6717	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/21/23	298142				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
		20171.00	2699741.87
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL		

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

Activity	Date	Clerk	Comment
Approved	11/22/23	DONALD ROSE	Auto approved by: 9105fola
Approved	11/22/23	SANDRA LEWIS	Auto approved by: 9105fola
Approved	11/22/23	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	11/22/23	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	11/22/23	JOHN PAINE	Auto approved by: 9105fola
Approved	11/22/23	MICHAEL SPAFFORD	Auto approved by: 9105fola
Approved	11/22/23	ANNE FOLEY	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide pest control services for 3 years at various City of Mobile locations

Amount of Contract:

$50,134.00 per year for 3 years ($150,402.00 total contract)

Funding Source

Project # Various City of Mobile locations - Pest Control Services SC-025-23	**Discretionary Funds**
Project String 1004-3037-42140	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-025-23 Various City of Mobile locations - Pest Control Services	Cover Memo	11/7/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	11/7/2023 - 5:29 PM
Budget	Sapp, Celia	Approved	11/16/2023 - 2:56 PM
Legal	Kern, Chris	Approved	11/16/2023 - 4:05 PM
			11/16/2023 -

Legal	Kern, Chris	Approved	4:06 PM
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

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

Name of Company:	REDD PEST SOLUTIONS OF THE SOUTHEAST, INC.
Project Name:	PEST CONTROL SERVICES - REBID VARIOUS CITY OF MOBILE LOCATIONS (3-YEAR SERVICE CONTRACT)
Project Number:	SC-025-23
Amount:	$150,402.00 TOTAL CONTRACT VALUE
	$ 50,134.00 FIRST YEAR $ 50,134.00 SECOND YEAR $ 50,134.00 THIRD YEAR

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____ day of _____, in the year 20_____, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Redd Pest Solutions of the Southeast, Inc.
1273 Azalea Road
Mobile, Alabama 36693
(251) 660-1550

City of Mobile License Number: 395870

City of Mobile Vendor Number: 298752

for the following PROJECT:

PROJECT NAME: PEST CONTROL SERVICES – RE-BID
(3-YEAR SERVICE CONTRACT)

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-025-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide pest control services at various City of Mobile locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:

2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the notice to the Service Contractor to proceed with the option to

renew for two (2) additional one-year terms, by notifying the Service Contractor not less than thirty (30) days prior to the expiration date of the preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (Second Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed sixty (60) calendar days.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the Initial Term of the Contract and each of the two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term: $ 50,134.00

Year 2 – 1st Additional Term: $ 50,134.00

Year 3 – 2nd Additional Term: $ 50,134.00

Total: $ 150,402.00

(Amount in Words)

One Hundred Fifty Thousand Four Hundred Two & 00/100 Dollars ($150,402.00)
(Amount in Numbers)

3.2 Schedule of Values:

Year 1 – Initial Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$81.25	$325.00
6	Azalea Road Complex – Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$67.00	$268.00
7	Ben May Main Library	701 Government Street	$111.25	X	$1,335.00
8	Bienville Square Restrooms	150 Dauphin Street	X	$2.50	$10.00
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$49.00	X	$588.00
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$16.75	$67.00
11	Crawford-Murphy Park	351 South Ann Street	X	$3.25	$13.00
12	Dog River (Luscher) Park	2459 North Dog River Drive	X	$6.50	$26.00
13	Dotch Community Center & Bath House	3100 Bank Avenue	$44.00	X	$534.00

14	Electrical Department	854 Gayle Street	$42.50	X	$510.00
15	Figures (Michael) Park Community Center	1868 Allison Street	$48.50	X	$582.00
16	Fire Station #1	6801 Overlook Road	$15.50	X	$186.00
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$47.00	X	$564.00
18	Fire Station #6	2525 Hillcrest Road	$11.75	X	$141.00
19	Fire Station #7	5525 Commerce Boulevard East	$15.00	X	$180.00
20	Fire Station #9	1000 Houston Street	$6.50	X	$78.00
21	Fire Station #11	1004 South Broad Street	$13.25	X	$159.00
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave.	$8.50	X	$102.00
23	Fire Station #16	1651 South Maryvale Street	$14.62	X	$175.44
24	Fire Station #17	57 South Lafayette Street	$17.81	X	$213.72
25	Fire Station #18	700 Museum Drive	$15.13	X	$181.56
26	Fire Station #19	1275 Azalea Road	$11.25	X	$135.00
27	Fire Station #20	3741 Dauphin Island Parkway	$11.25	X	$135.00
28	Fire Station #21	512 Stimrad Road	$11.25	X	$135.00
29	Fire Station #22	4710 Airport Blvd.	$14.90	X	$178.80
30	Fire Station #23	2711 Airport Blvd.	$11.25	X	$135.00
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$34.07	X	$408.84
32	Fire Station #28	7050 Old Military Road	$23.25	X	$279.00
33	Fire Station Crichton	200 Davenport Avenue	$23.56	X	$282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$78.50	$314.00
35	Fire Training Center	860 Owens Street	X	$5.00	$20.00
36	Fort Conde Offices & Museum	150 Royal Street	X	$60.25	$241.00
37	Fort Hardeman	720 Museum Drive	X	$35.00	$140.00
38	Garage Paint & Body Shop	901 Kelly Street	X	$52.00	$208.00
39	Government Plaza	205 Government Street	$275.00	X	$3,300.00
40	Harmon Thomas Community Center	1611 Belfast Street	$53.00	X	$645.00
41	Herndon-Sage Park	2900 Dauphin Street	X	$4.75	$19.00
42	Hillsdale Community Center	558 Felhorn Road East	$53.00	X	$636.00
43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00
50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 West Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00
54	Library Local History & Genealogy	753 Government Street	X	$10.00	$40.00
55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Blvd.	X	$1.93	$7.72

59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
68	Mobile Technology Center (MIT)	651 Church Street	$28.20	X	$338.40
69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad St	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$23.46	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00
88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00
92	Rickarby Park Recreation Center	550 Rickarby Street	$6.25	X	$75.00
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$13.68	X	$164.16
94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00

97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$40.50	X	$486.00
104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
105	Traffic Engineering	852 Gayle Street	$29.00	X	$348.00
106	Tricksey Senior Center	3055 Bank Avenue	$9.50	X	$114.00
107	Trimmier Park	3600 Alba Club Road	X	$15.50	$60.00
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$43.75	X	$525.00
109	West Regional Library	5555 Grelot Road	$155.00	X	$1,860.00
110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

Year 2 – 1st Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$81.25	$325.00
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$67.00	$268.00
7	Ben May Main Library	701 Government Street	$49.00	X	$1,335.00
8	Bienville Square Restrooms	150 Dauphin Street	X	$2.50	$10.00
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$44.50	X	$588.00
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$16.75	$67.00
11	Crawford-Murphy Park	351 South Ann Street	X	$3.25	$13.00
12	Dog River (Luscher) Park	2459 North Dog River Drive	X	$6.50	$26.00
13	Dotch Community Center & Bath House	3100 Bank Avenue	$44.50	X	$534.00
14	Electrical Department	854 Gayle Street	$42.50	X	$510.00

15	Figures (Michael) Park Community Center	1868 Allison Street	$48.50	X	$582.00
16	Fire Station #1	6801 Overlook Road	$15.50	X	$186.00
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$47.00	X	$564.00
18	Fire Station #6	2525 Hillcrest Road	$11.75	X	$141.00
19	Fire Station #7	5525 Commerce Boulevard East	$15.00	X	$180.00
20	Fire Station #9	1000 Houston Street	$6.50	X	$78.00
21	Fire Station #11	1004 South Broad Street	$13.25	X	$159.00
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Avenue	$8.50	X	$102.00
23	Fire Station #16	1651 South Maryvale Street	$14.62	X	$175.44
24	Fire Station #17	57 South Lafayette Street	$17.81	X	$213.44
25	Fire Station #18	700 Museum Drive	$15.31	X	$181.56
26	Fire Station #19	1275 Azalea Road	$11.25	X	$135.00
27	Fire Station #20	3741 Dauphin Island Parkway	$11.25	X	$135.00
28	Fire Station #21	512 Stimrad Road	$11.25	X	$135.00
29	Fire Station #22	4710 Airport Boulevard	$14.90	X	$178.80
30	Fire Station #23	2711 Airport Boulevard	$11.25	X	$135.00
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	$34.07	X	$408.84
32	Fire Station #28	7050 Old Military Road	$23.25	X	$279.00
33	Fire Station Crichton	200 Davenport Avenue	$23.56	X	$282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$78.50	$314.00
35	Fire Training Center	860 Owens Street	X	$5.00	$20.00
36	Fort Conde Offices & Museum	150 Royal Street	X	$60.25	$241.00
37	Fort Hardeman	720 Museum Drive	X	$35.00	$140.00
38	Garage Paint & Body Shop	901 Kelly Street	X	$52.00	$208.00
39	Government Plaza	205 Government Street	$275.00	X	$3,300.00
40	Harmon Thomas Community Center	1611 Belfast Street	$53.00	X	$636.00
41	Herndon-Sage Park	2900 Dauphin Street	X	$4.75	$19.00
42	Hillsdale Community Center	558 Felhorn Road East	$53.00	X	$636.00
43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00
50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 West Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00

54	Library Local History & Genealogy	753 Government Street	X	$10.00	$40.00
55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Boulevard	X	$1.93	$7.72
59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
68	Mobile Technology Center (MIT)	651 Church Street	$28.20	X	$338.40
69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad St	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 South Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 West, Bldg C	X	$23.46	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00
88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00

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94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00
97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
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104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
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110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

Year 3 – 2nd Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government Street	X	$65.04	$262.00
2	Aaron (Henry) Park	2010 Andrews Street	X	$4.20	$16.80
3	Animal Shelter	855 Owens Street	$18.25	X	$219.00
4	Azalea City Golf Course	1000 Gaillard Drive	$52.50	X	$630.00
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43	Hillsdale Park	6024 Lorma Road	X	$6.70	$26.80
44	History Museum of Mobile	111 South Royal Street	$208.50	X	$2,502.00
45	Hope (Plateau) Community Center	850 Edwards Street	$34.75	X	$417.00
46	Hurtel Armory	1900 Hurtel Street	$122.36	X	$1,468.32
47	Kidd Park	800 East Street	X	$7.30	$29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$5.50	$22.00
49	Langan Park Ball Fields	4801 Museum Drive	X	$8.00	$32.00

50	Laun Park	5401 Windmill Drive	X	$6.50	$26.00
51	Lavretta Park	200 W. Parkway Drive	X	$7.20	$28.80
52	Library Administrative Office Annex	702 Government Street	$7.50	X	$90.00
53	Library Administrative Offices	700 Government Street	$17.75	X	$213.00
54	Library Local History & Genealogy	753 Government Street	X	$10.00	$40.00
55	Lyons Park	180 Lyons Park Avenue	X	$6.75	$27.00
56	Magnolia Cemetery	1202 Virginia Street	X	$11.75	$47.00
57	Maitre Park	2412 Halls Mill Road	X	$6.00	$24.00
58	Matthews Park	3700 Michael Boulevard	X	$1.93	$7.72
59	McCants-Chavers Park	7220 13th Street	X	$1.43	$5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$24.51	$98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$11.00	$42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$5.25	$21.00
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$19.00	$76.00
64	Mims Park	5400 Grishilde Drive	X	$9.00	$36.00
65	Mitternight Park	5310 Colonial Oaks Drive	X	$6.00	$24.00
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$1,001.74	X	$12,020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$200.00	$800.00
68	Mobile Technology Center (MIT)	651 Church Street	$28.20	X	$338.40
69	Moorer Branch Library	4 McGregor Avenue	$32.25	X	$387.00
70	Motor Pool	745 South Broad Street	X	$11.20	$44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$27.75	$111.00
72	Municipal Archives	457 Church Street	$45.50	X	$546.00
73	Newhouse Park	2960 Alston Drive	X	$5.50	$22.00
74	Oakleigh House & Barracks	263 Roper Street	X	$17.00	$68.00
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$14.75	$59.00
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$22.50	X	$270.00
77	Phoenix Fire Museum	203 South Claiborne Street	X	$6.60	$26.40
78	Playhouse in the Park	4851 Museum Drive	X	$17.75	$71.00
79	Police Academy	1251 Virginia Street	X	$22.25	$89.00
80	Police Crime Prevention	2407 Airport Boulevard	$7.00	X	$84.00
81	Police First Precinct	850 Virginia Street	X	$16.75	$67.00
82	Police Second Precinct	5441 Hwy 90 W., Bldg C	X	$22.25	$93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$24.33	$97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$30.02	$120.08
85	Police Headquarters	2460 Government Boulevard	$94.40	X	$1,132.80
86	Police Impound Lot	1251 Virginia Street	X	$15.25	$183.00
87	Police Mounted Unit	1251 Virginia Street	X	$5.50	$22.00

88	Police Special Operations Facility	850 St. Anthony Street	X	$68.57	$274.28
89	Public Buildings Complex	850 & 861 Owens Street	$59.00	X	$708.00
90	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$17.75	$71.00
92	Rickarby Park Recreation Center	550 Rickarby Street	$6.25	X	$75.00
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$13.68	X	$164.16
94	Sage Avenue Armory	48 North Sage Avenue	X	$40.75	$163.00
95	Saenger Theater	6 South Joachim Street	$144.50	X	$1,734.00
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$5.25	$21.00
97	Seals (James) Community Center & Park	540 Texas Street	$44.25	X	$531.00
98	Special Events Office	2900 Dauphin Street	X	$15.15	$60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$37.50	X	$450.00
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$41.49	X	$497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~X~~	~~X~~
102	Tardy Cottage	104 South Lawrence Street	X	$13.75	$55.00
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$40.50	X	$486.00
104	Telecommunications	107 South Royal Street	X	$19.31	$77.24
105	Traffic Engineering	852 Gayle Street	$29.00	X	$348.00
106	Tricksey Senior Center	3055 Bank Avenue	$9.50	X	$114.00
107	Trimmier Park	3600 Alba Club Road	X	$15.50	$60.00
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$43.75	X	$525.00
109	West Regional Library	5555 Grelot Road	$155.00	X	$1,860.00
110	Western Administrative Complex	4851 Museum Drive	$95.75	X	$1,149.00
111	Levon Manzie Resource Center	110 North Lafayette Street	X	$18.75	$75.00
112	Gulf Quest Maritime Museum	155 South Water Street	X	$250.14	$1,000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$94.40	X	$1,132.80
114	Public Works Complex	770 Gayle Street	$33.37	X	$400.44
115	Police First Precinct	2601-D Dauphin Island Parkway	$97.50	X	$1,170.00
	Totals		**$3,655.00**	**$1,539.00**	**$50,134.00**

3.3 Unit Prices:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

1. Regular Time (8:00 AM to 5:00 PM, Monday through

Friday):

Year 1: $ 95.00 per hour;
Year 2: $ 95.00 per hour;
Year 3: $ 95.00 per hour.

2. Overtime (5:00 PM to 8:00 AM, Monday through Friday, and Weekends):

Year 1: $ 142.00 per hour;
Year 2: $ 142.00 per hour;
Year 3: $ 142.00 per hour.

3. Overtime Holidays (Bidder's Holidays):

Year 1: $ 190.00 per hour;
Year 2: $ 190.00 per hour;
Year 3: $ 190.00 per hour.

Additional Material: Shall be billed at Service Contractor's direct cost plus fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.4 Allowance:

$3,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis, for completed work as specified.

B. Original invoices shall be delivered to the Service Contract Administrator for review and approval.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages,

as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)
2. Scope of Work, dated August 9, 2023
3. Bid Form, dated September 25, 2023
4. Exhibit 1 – Locations
5. Exhibit 2 – DBE Subcontracting and Major Supplier Plan
6. Waiver of DBE Goal
7. Exhibit 3 – DBE Utilization Report
8. Secretary of State Documentation
9. E-Verify Documentation
10. Certificate of Insurance with Endorsements
11. General Conditions

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 On or before the inception of this Agreement, and annually thereafter for the duration of this Agreement (or longer if stated otherwise), Contractor and/or any subcontractors shall maintain the following insurance policies on a primary and non-contributing basis.

Workers' Compensation/Employer's Liability:

Regardless of any "minimum requirements" of the State of Alabama, Contractor shall obtain Workers' Compensation insurance covering all workers involved in the Project. Where applicable, U.S. Longshore and Harborworkers Compensation Act

Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy. Contractor shall also obtain Employer's Liability insurance with minimum limits of $1,000,000 each accident, $1,000,000 disease limits, and $1,000,000 each employee.

Commercial General Liability:

Contractor shall also obtain Commercial General Liability coverage with the following minimums:

- $1,000,000 each occurrence (combined single limit for bodily injury and property damage)

- $2,000,000 Products/Completed Operations aggregate

- $1,000,000 Personal and Advertising Injury per person/organization

- $2,000,000 general aggregate per project

Automobile Liability:

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

Commercial Umbrella Liability:

Contractor shall also obtain Umbrella Liability of at least $2,000,00 per line of coverage over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella.

Certificates of Insurance:

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

Additional Insureds:

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the contractor, owner et al. as an additional insured. Additionally, Contractor agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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, Alabama 36633-1827

Pollution Legal Liability:

Contractor agrees to maintain Pollution Legal Liability limits of note less than $1,000,000 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees the policy shall include a minimum three-year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. This coverage may be provided on a Per-Project Basis.

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 Contractor's work is accepted by City of Mobile and a deductible not to exceed $10,000, for which Contractor 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 Contractor'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 Contractor 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 Contractor of the obligation to provide replacement coverage.

Insurance Requirements for Sub-subcontractors:

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

Cancellation:

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

Waiver of Subrogation:

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

7.1.2 Certificate of Liability Insurance Endorsement Page

The following language shall be required on the Certificate of Insurance:

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).

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then

and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

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

8.7 Anti-discrimination: Service Contractor shall 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law 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.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 9. Signature:

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

OWNER:

City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:

Redd Pest Solutions of the Southeast

Signature

Brandon Redd, Vice President
Printed Name and Corporate Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared BRANDON REDD as VP of REDD PEST SOLUTIONS and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of _____
Sworn to and subscribed for me this 25th day of October, 2023.

JAMES RAY RICH
Notary Public
Alabama State at Large

NOTARY PUBLIC
My Commission Expires: ~~My Commission Expires~~
March 31, 2025

END OF SECTION

SCOPE OF WORK
September 6, 2023

1. GENERAL REQUIREMENTS:

A. Description of Scope of Work.

Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Pest Control Services at various City of Mobile locations as listed under Exhibit 1 - Locations, in accordance with the terms of this Contract.

In order to keep pests under control, The City of Mobile has the right to request interior and / or exterior service according to the needs of each facility. .

B. COORDINATION AND SCHEDULING

1. Coordinate all work with the City of Mobile, Building Services Department, Service Contract Administrator or other authorized representative (hereafter referred to as Service Contract Administrator). A minimum of Forty-Eight (48) hours advance notice of inspection and treatment.

2. All Work shall be scheduled to minimize the disturbance and interruption of the individual department and general public.

3. At the beginning of each yearly contract period, the Service Contractor shall submit a proposed service schedule, with scheduled dates and times for each facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this schedule with the individual City of Mobile departments and will return an approval, with revisions as required, to the Service Contractor for his use in scheduling service.

4. Prior to each scheduled service, the Service Contractor shall contact the department's point of contact, to confirm the date and time for each service.

5. The Service Contract Administrator or his designated representative shall be present during service.

C. QUALITY ASSURANCE

1. Service Contractor shall be properly licensed to provide such services by governmental agencies having jurisdiction.

2. Applicators of pesticides shall be properly trained and certified and shall receive continuing education to maintain certification. Documentation of training, certification and continuing education shall be submitted to Service Contract Administrator prior to execution of Contract.

3. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

D. SUBMITTALS

1. Inspection/Service Reports:

   A. At the completion of each service call, the Service Contractor shall complete a service report indicating all service performed, and items requiring a follow up inspection. All invoices for payment shall include a copy of all Service Reports covered under that invoice.

   B. Copies of labels and Material Safety Data Sheets for all chemicals to be used shall be submitted upon the award of this contract.

E. PRODUCT HANDLING

1. Use all means necessary to protect property & buildings before, during and after treatment and to protect the treatment and materials of other work.

2. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Service Contract Administrator.

F. MATERIALS

1. To the extent approved by governmental agencies having jurisdiction, use working solutions as recommended by the manufacturer for pest treatment and in accordance with National Pest Control Association standards.

2. Odorless chemicals shall be used when regular chemicals present an inconvenience (meetings, conferences, seminars, public events, etc.) to personnel or public.

3. All other materials not specifically described but required for a complete and proper pest control treatment, shall be as selected by

the Contractor subject to approval of the Service Contract Administrator.

G. INSPECTION

1. Prior to all Work of this Section, carefully inspect all buildings for any insect/vermin infestation, including but not limited to ants, roaches, termite active mud tubes, flying insects, rodents and other vermin. Report any infestations to Service Contract Administrator immediately. Avoid damage to property and protect the public, buildings, plants, furniture, etc. which maybe damaged in the process of doing work. All damage repair shall be at the Service Contractor's expense with no additional cost to the Owner.

2. In the event, upon carrying out the Work of this section the exterminator discovers pests which are not covered by these specifications, the Service Contract Administrator shall be notified immediately.

3. Do not dispose of any Pesticides, Rodenticide or other material on the property.

H. DISCREPANCIES

1. In the event of discrepancy, immediately notify the Service Contract Administrator.

I. HOURS OF WORK

1. All pest control services shall be performed and completed during regular business hours, 8 a.m. to 5 p.m., Monday through Friday, unless otherwise noted or specified.

SPECIFIC REQUIREMENTS:

A. TREATMENT

1. Preparation: Properly and thoroughly prepare all areas to receive the chemicals as specified, strictly complying with the manufacturer's recommendations.

2. Application:

   a. Apply chemicals for pest control treatment in the concentration and quantity as recommended by the manufacturer in accordance with all applicable codes.

b. All buildings shall be inspected inside and outside and serviced as designated to insure maximum repellant.

c. Thoroughly treat all interior rooms/areas and exterior areas as required to properly control all insects to include but not limited to: ants, roaches, spiders, flying insects, rodents, other vermin, and other insects not listed.

d. Re-treatment, if required due to presence of pests, shall occur within three (3) days of notification by Service Contract Administrator. Follow up treatments shall continue until pests are no longer present. Re-treatment shall be provided at no additional cost to the City.

e. Application or treatment shall be scheduled so as to offer minimum interference with normal operations.

f. After the buildings have been satisfactorily treated, a service ticket signed by the Service Contractor and Facility Manager shall be submitted to the Service Contract Administrator for approval.

g. Each service ticket shall list as a minimum, services performed, chemicals used (manufacturer and quantity), area(s) of infestation, insects sighted, droppings, etc.

h. If a facility is unable to be accessed on the scheduled date or time, for any reason, Service Contractor shall immediately notify the Service Contract Administrator. Service Contractor shall make every effort to arrange for treatment as soon as possible after the scheduled time/date and prior to submitting an invoice for the work.

i. Service tickets shall be numbered according to the facilities listed and shall accompany the Invoice for payment.

j. Bait rodenticide shall be placed in tamper proof boxes. Bait stations shall be properly labeled, initialed, and dated at the time of service on the station.

k. Service Contract technician shall report to the designated Facility Manager twice during each pest control service; once when arriving at the facility to check the sighting log and again, before leaving to discuss the service performed and any corrective actions taken.

l. Service Contractor shall respond to all pest control problem as designated.

B. CLEAN-UP

1. Upon completion of scheduled pest control services, leave all areas in a clean and orderly condition subject to the approval of the Service Contract Administrator.

C. FACILITY LOCATIONS AND SERVICE SCHEDULE

1. All facilities listed below shall be included for pest control service treatment. Unless otherwise noted, ALL individual buildings or structures, including all storage or other accessory buildings, located at the facility address shall receive pest control service treatment. Parks & Recreation facilities shall include ALL community and recreation center buildings, concession and restroom buildings, press boxes, storage buildings, pavilions, or other facilities where applicable.

2. All buildings listed shall receive pest control service treatment either monthly (noted as "M"), or quarterly (noted as "Q"),as shown in Exhibit 1 - Locations.

Additional Services:

The City of Mobile may, during the term of this Agreement, request for Additional Services for new pests discovered: birds, wasps, bees, and other pests not covered by this Agreement. The Service Contractor shall provide a written quote for the service requested based on the Unit Pricing section 3.3 of this Agreement.

END OF SECTION

EXHIBIT 1 – LOCATIONS

	Facility	Address		Square Footage	Scheduled Service
1	200 Government Street - Office Building	200 Government Street	Mobile, AL 36602	26,200 SF	Q
2	Aaron (Henry) Park	2010 Andrews Street	Mobile, AL 36617	1,681 SF	Q
3	Animal Shelter	855 Owens Street	Mobile, AL 36604	7,300 SF	M
4	Azalea City Golf Course	1000 Gaillard Drive	Mobile, AL 36608	Clubhouse/Pro Shop 7,900 SF - Work Shop/Admin 5,100 SF - Cart Storage 6,800 - Old Maintenance Shop 1,200 SF	M
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	Mobile, AL 36693	Bldg #1 (32,000 SF) - Bldg #2 (8,500 SF)	Q
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	Mobile, AL 36693	26,800 SF	Q
7	Ben May Main Library	701 Government Street	Mobile, AL 36602	44,500 SF	M
8	Bienville Square Restrooms	150 Dauphin Street	Mobile, AL 36602	1,000 SF	Q
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	Mobile, AL 36695	19,600 SF	M
10	Copeland-Cox Tennis Center	851 Gaillard Drive	Mobile, AL 36608	Pro Shop/Clubhouse (West) 4,000 SF - Administration (East) 2,700 SF	Q
11	Crawford-Murphy Park	351 South Ann Street	Mobile, AL 36604	1,300 SF	Q
12	Dog River (Luscher) Park	2459 N. Dog River Drive	Mobile, AL 36605	2,600 SF	Q
13	Dotch Community Center & Bath House	3100 Bank Avenue	Mobile, AL 36617	Community Center 16,300 SF - Bath House 1,500 SF	M
14	Electrical Department	854 Gayle Street	Mobile, AL 36604	Office/Warehouse 10,400 SF - Signal Shop 5,300 SF - Storage Bldg. #1 (700 SF) - Storage Bldg. #2 (700 SF)	M
15	Figures (Michael) Community Center	1868 Allison Street	Mobile, AL 36617	Community Center 16,700 SF - Recreation Center 1,500 SF - Pool House 1,200 SF - Pool	M
				Equipment Bldg. 600 SF	
16	Fire Station #1 (Freeman)	6801 Overlook Road	Mobile, AL 36618	6,200 SF	M
17	Fire Station #3 (Central Fire Station)	701 St. Francis Street	Mobile, AL 36602	18,800 SF	M

18	Fire Station #6 (Edwards)	2525 Hillcrest Road	Mobile, AL 36695	4,700 SF	M
19	Fire Station #7 (Seelhorst)	5525 Commerce Boulevard East	Mobile, AL 36619	6,000 SF	M
20	Fire Station #9 (Husband)	1000 Houston Street	Mobile, AL 36606	2,600 SF	M
21	Fire Station #11 (Willett)	1004 South Broad Street	Mobile, AL 36603	5,300 SF	M
22	Fire Station #14 (Toulminville)	2062 Dr. Martin Luther King Ave.	Mobile, AL 36617	3,400 SF	M
23	Fire Station #16 (Lathan)	1651 S. Maryvale Street	Mobile, AL 36605	5,850 SF	M
24	Fire Station #17 (Melton)	57 South Lafayette Street	Mobile, AL 36604	7,124 SF	M
25	Fire Station #18 (Springhill)	700 Museum Drive	Mobile, AL 36608	6,053 SF	M
26	Fire Station #19 (McCosker)	1275 Azalea Road	Mobile, AL 36693	4,500 SF	M
27	Fire Station #20 (Petry)	3741 Dauphin Island Parkway	Mobile, AL 36605	4,500 SF	M
28	Fire Station #21 (Reid)	512 Stimrad Road	Mobile, AL 36610	4,500 SF	M
29	Fire Station #22 (Tapia)	4710 Airport Boulevard	Mobile, AL 36608	5,960 SF	M
30	Fire Station #23 (Simon)	2711 Airport Boulevard	Mobile, AL 36606	4,500 SF	M
31	Fire Station #26 (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	13,629 SF	M
32	Fire Station #28 (Berger)	7050 Old Military Road	Mobile, AL 36582	9,300 SF	M
33	Fire Station (Crichton)	200 Davenport Avenue	Mobile, AL 36607	9,427 SF	M
34	Fire Department Central Services	2851 Old Shell Road	Mobile, AL 36607	31,400 SF	Q
35	Fire Training Center	860 Owens Street	Mobile, AL 36604	2,000 SF	Q
36	Fort Conde Offices & Museum	150 Royal Street	Mobile, AL 36602	24,100 SF	Q
37	Fort Hardeman	720 Museum Drive	Mobile, AL 36608	14,000 SF	Q
38	Garage Paint & Body Shop	901 Kelly Street	Mobile, AL 36604	20,800 SF	Q
39	Government Plaza (City Offices/Courtrooms/Chambers)	205 Government Street	Mobile, AL 36602	110,000 SF	M
40	Harmon Thomas Community Center	1611 Belfast Street	Mobile, AL 36605	21,500 SF	M
41	Herndon-Sage Park	2900 Dauphin Street	Mobile, AL 36606	Concession and Restrooms – 1,900 SF	Q

42	Hillsdale Community Center	558 Felhorn Road East	Mobile, AL 36608	Community Center 20,000 SF - Pool House 1,500 SF	M
43	Hillsdale Park	6024 Lorma Road	Mobile, AL 36608	Concession/Restroo m Bldg. 1,000 SF - Recreation Center 1,680	Q
44	History Museum of Mobile	111 South Royal Street	Mobile, AL 36602	83,400 SF	M
45	Hope (Plateau) Community Center	850 Edwards Street	Mobile, AL 36610	13,900 SF	M
46	Hurtel (Ft. Wright) Armory	1900 Hurtel Street	Mobile, AL 36605	Offices 38,144 SF - Maintenance 6,000 SF - Storage 4,800	M
47	Kidd Park	800 East Street	Mobile, AL 36610	Recreation Center 1,400 SF - Pool House 1,900 SF	Q
48	Langan (Municipal) Park	4801 Zeigler Drive	Mobile, AL 36608	Playground Restroom A 1,100 SF - Playground Restroom B 1,100 SF	Q
49	Langan Park Ball Fields	4901 Museum Drive	Mobile, AL 36608	Equipment Storage/Restrooms 3,200 SF	Q
50	Laun Park	5401 Windmill Drive	Mobile, AL 36693	2,600 SF	Q
51	Lavretta Park	200 W. Parkway Drive	Mobile, AL 36608	2,880 SF	Q
52	Library Administrative Office Annex	702 Government Street	Mobile, AL 36602	3,000 SF	M
53	Library Administrative Offices	700 Government Street	Mobile, AL 36602	Offices 6,100 SF - Garage 1,100 SF	M
54	Library Local History & Genealogy	753 Government Street	Mobile, AL 36602	4,000 SF	Q
55	Lyons Park	180 Lyons Park Avenue	Mobile, AL 36604	2,700 SF	Q
56	Magnolia Cemetery	1202 Virginia Street	Mobile, AL 36604	Administration Bldg 2,800 SF - Storage Bldg. 1,900 SF	Q
57	Maitre Park	2412 Halls Mill Road	Mobille, AL 36606	2,400 SF	Q
58	Matthews Park	3700 Michael Blvd.	Mobile, AL 36609	775 SF	Q
59	McCants-Chavers (Mobile Terrace) Park	7220 13th Street	Mobile, AL 36608	575 SF	Q
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	Mobile, AL 36695	9,804 SF	Q

61	Medal of Honor Park	1711 Hillcrest Road	Mobile, AL 36695	Restrooms 912 SF - Concessions 1,850 SF - Press Box 500 SF - Tennis Center 1,000 SF	Q
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	Mobile, AL 36608	2,100 SF	Q
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	Mobile, AL 36617	7,600 SF	Q
64	Mims Park	5400 Grishilde Drive	Mobile, AL 36693	Office 600 SF - Concession/ Restroom Bldg B (1,500 SF) - Concession/Restroo m Bldg C (1,500 SF)	Q
65	Mitternight Park	5310 Colonial Oaks Drive	Mobile, AL 36618	2,400 SF	Q
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	Mobile, AL 36602	400,670 SF	M
67	Mobile Museum of Art	4850 Museum Drive	Mobile, AL 36608	80,000 SF	Q
68	Mobile Technology Center (MIT)	651 Church Street	Mobile, AL 36602	11,280 SF	M
69	Moorer Branch Library (Springhill)	4 McGregor Avenue	Mobile, AL 36608	12,900 SF	M
70	Motor Pool	745 South Broad Street	Mobile, AL 36603	Offices/Shop 4,480 SF	Q
71	Municipal Archives	457 Church Street	Mobile, AL 36602	18,200 SF	M
72	Newhouse Park	2960 Alston Drive	Mobile, AL 36605	2,200 SF	Q
73	Oakleigh House & Barracks	263 Roper Street	Mobile, AL 36604	Museum (House) 5,600 SF - Cook's Quarters 1,200 SF	Q
74	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	Mobile, AL 36603	Main Office 9,000 SF - Landscape Services - 1,100 SF - Maintenance Division 1,000 SF	Q
75	Parks Department - Fuel Yard/ Maintenance Complex	5201 Museum Drive	Mobile, AL 36608	Office 900 SF - Warehouse/Supply 2,400SF - Equip Storage 2,600SF	Q
76	Parkway Branch Library	1924-B Dauphin Island Parkway	Mobile, AL 36605	9,000 SF	M
77	Phoenix Fire Museum	203 S. Claiborne Street	Mobile, AL 36602	3,300 SF	Q
78	Playhouse in the Park	4851 Museum Drive	Mobile, AL 36608	Theater 4,700 SF - Storage 2,400 SF	Q
79	Police Academy	1251 Virginia Street	Mobile, AL 36604	8,900 SF	Q

80	Police Crime Prevention	2407 Airport Boulevard	Mobile, AL 36606	2,800 SF	M
81	Police First Precinct	850 Virginia Street	Mobile, AL 36603	6,700 SF	Q
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	Mobile, AL 36619	9,384 SF	Q
83	Police Third Precinct	2165 St. Stephens Road	Mobile, AL 36617	9,735 SF	Q
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	Mobile, AL 36608	12,008 SF	Q
85	Police Headquarters	2460 Government Boulevard	Mobile, AL 36606	37,760 SF	M
86	Police Impound Lot	1251 Virginia Street	Mobile, AL 36604	6,100 SF	Q
87	Police Mounted Unit	1251 Virginia Street	Mobile, AL 36604	nit 2,200 SF	Q
88	Police Special Operations Facility	850 St. Anthony Street	Mobile, AL 36603	27,430 SF	Q
89	Public Buildings Complex	850 & 861 Owens Street	Mobile, AL 36604	Office/Shop 15,700 SF - Welding Shop 4,100 SF - Roof/Fence Shop 2,300 SF - Storage Bldg 1,500 SF	M
90	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Admin/ Garage 76,000 SF - Streets & Drainage Office 3,600 SF - Sanitation Dept. 2,150 SF	M
91	Richards DAR House & Coach House	256 North Joachim Street	Mobile, AL 36603	Main House 6,400 SF - Coach House 700 SF	Q
92	Rickarby Park Recreation Center	550 Rickarby Street	Mobile, AL 36608	2,500 SF	M
93	D.I.P. Senior Center Center	1600 Boykin Boulevard	Mobile, AL 36605	5,475 SF	M
94	Sage Avenue Armory	48 N. Sage Avenue	Mobile, AL 36607	16,300 SF	Q
95	Saenger Theater	6 South Joachim Street	Mobile, AL 36602	57,800 SF	M
96	Stotts (Sam) Park	2150 Demotropolis Road	Mobile, AL 36693	Recreation Center 1,600 SF - Restroom 500 SF	Q
97	Seals (James) Community Center & Park	540 Texas Street	Mobile, AL 36603	Community Center 16,100 SF - Concession/ Restroom 1,600 SF	M

98	Special Events Office	2900 Dauphin Street	Mobile, AL 36606	6,060 SF	Q
99	Springhill Recreation Center	1151 Springhill Avenue	Mobile, AL 36604	15,000 SF	M
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	Mobile, AL 36603	Community Center 15,207 SF - Concession/ Restroom 1,393 SF	M
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~Mobile, AL 36606~~	~~29,147 SF~~	~~Q~~
102	Tardy Cottage	104 S. Lawrence Street	Mobile, AL 36602	5,500 SF	Q
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	Mobile, AL 36604	Community Center 13,600 SF - Pool House 2,600 SF	M
104	Telecommunications	107 South Royal Street	Mobile, AL 36602	7,725 SF	Q
105	Traffic Engineering	852 Gayle Street	Mobile, AL 36604	Office 3,500 SF - Sign Shop 4,300 SF - Vehicle Warehouse 3,000 SF - Storage 800 SF	M
106	Tricksey Senior Center	3055 Bank Avenue	Mobile, AL 36617	3,600 SF	M
107	Trimmier Park	3600 Alba Club Road	Mobile, AL 36605	Recreation Center 1,100 SF - Restroom/Concessio n 1,600 SF - Stadium Locker Rooms/Concession 3,500 SF	Q
108	Viginia Dillard Smith Library (Toulminville)	601 Stanton Road	Mobile, AL 36617	17,500 SF	M
109	West Regional Library	5555 Grelot Road	Mobile, AL 36609	62,000 SF	M
110	Western Administrative Complex (WAC)	4851 Museum Drive	Mobile, AL 36608	Admin. Bldg #1 (14,900 SF) -Admin Bldg. #2 (15,300 SF) - Admin Bldg. #3 (1,700 SF) - Admin Bldg #10 (2,700 SF) - Admin Bldg. #11 (2,500 SF) - Admin Bldg. #12 (2,500 SF) - Storage Bldg (1,200 SF)	M
111	Levon Manzie Resource Center	110 N. Lafayette Street	Mobile, AL 36604		M

112	Gulf Quest Maritime Museum	155 South Water Street	Mobile, AL 36603	100,000 SF	Q
113	Mobile Police Department Headquarters Building	2460 Government Street	Mobile, AL 36606	37,760 SF	M
114	Public Works Complex	770 Gayle Street	Mobile, AL 36604	Main Bldg - Shop / Admin (76,000 SF) Street & Drainage Office (3,600 SF) Sanitation Department (2,150 SF) Old Wash Bay (2,100 SF) New Wash Bay (2,100 SF) Open Shed A (46,100 SF) Open Shed B (28,300 SF)	M
115	Police First Precinct	2601 – D Dauphin Island Parkway	Mobile, AL 36605	14,982 SF	M

BID FORM Addendum 1

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

TO: City of Mobile, 205 Government St., P.O. Box I827, Mobile, AL, 36633-1827

PROJECT NAME: SERVICE CONTRACT – VARIOUS CITY OF MOBILE FACILITIES – PEST CONTROL SERVICES – RE-BID

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-025-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated September 6, 2023; and all ***Addendum (a) Number (s)*** _____, ***dated*** _____, ***2023 (CAUTION:*** before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Redd Pest Solutions of the Southeast

ADDRESS: 1273 Azalea Rd Mobile, AL 36693 **PHONE** 251-660-1550

CITY OF MOBILE BUSINESS LICENSE NUMBER: 395870

CITY OF MOBILE VENDOR NUMBER: _____

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State of Alabama Account Number shall be filled in only by non-resident bidders)

(Check one) [/] (A Corporation)
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, insurance, equipment, and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the

preceding term. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. In case of discrepancy, the amount in words shall govern.

BASE BID – A specified in section 01000 – Scope of Work

Year 1 – Initial Term: $ 50,134 .00

Year 2 – 1st Additional term: $ 50,134 .00

Year 3 – 2nd Additional term: $ 50,134 .00

Total Base Bid Amount: $ 150,402 .00

Total Base Bid Amount: One Hundred Fifty Thousand Four Hundred Two
Amount in Words

Dollars & No Cents $ 150,402 .00
Amount in #'s

Year 1 – Initial Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 111.25	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 49	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510

15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.72
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 645
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorma Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32
50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213
54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
56	Magnolia Cemetery	1202 Virginia Street	X	$ 11.75	$ 47
57	Maitre Park	2412 Halls Mill Road	X	$ 6	$ 24
58	Matthews Park	3700 Michael Blvd.	X	$ 1.93	$ 7.72

59	McCants-Chavers Park	7220 13th Street	X	$ 1.43	$ 5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$ 24.51	$ 98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$ 11	$ 42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$ 5.25	$ 21
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$ 19	$ 76
64	Mims Park	5400 Grishilde Drive	X	$ 9	$ 36
65	Mitternight Park	5310 Colonial Oaks Drive	X	$ 6	$ 24
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$ 1001.74	X	$ 12020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$ 200	$ 800
68	Mobile Technology Center (MIT)	651 Church Street	$ 28.20	X	$ 338.40
69	Moorer Branch Library	4 McGregor Avenue	$ 32.25	X	$ 387
70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 23.46	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22
88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71
92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
95	Saenger Theater	6 South Joachim St	$ 144.50	X	$ 1734

96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29	X	$ 348
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

Year 2 – 1st Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 49	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10
9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 44.50	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13

12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510
15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.44
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 636
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorma Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32
50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213

54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
56	Magnolia Cemetery	1202 Virginia Street	X	$ 11.75	$ 47
57	Maitre Park	2412 Halls Mill Road	X	$ 6	$ 24
58	Matthews Park	3700 Michael Blvd.	X	$ 1.93	$ 7.72
59	McCants-Chavers Park	7220 13th Street	X	$ 1.43	$ 5.72
60	Medal of Honor Park - Gymnastics Center	1711 Hillcrest Road	X	$ 24.51	$ 98.04
61	Medal of Honor Park	1711 Hillcrest Road	X	$ 11	$ 42.60
62	Metro Firearms Training Facility (Main Bldg.)	12241 Tanner Williams Road	X	$ 5.25	$ 21
63	Michael C. Dow Amphitheater	3055-B Bank Avenue	X	$ 19	$ 76
64	Mims Park	5400 Grishilde Drive	X	$ 9	$ 36
65	Mitternight Park	5310 Colonial Oaks Drive	X	$ 6	$ 24
66	Mobile Civic Center - Arena, Expo Hall, Theater	401 Civic Center Drive	$ 1001.74	X	$ 12020.88
67	Mobile Museum of Art	4850 Museum Drive	X	$ 200	$ 800
68	Mobile Technology Center (MIT)	651 Church Street	$ 28.20	X	$ 338.40
69	Moorer Branch Library	4 McGregor Avenue	$ 32.25	X	$ 387
70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 23.46	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22
88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71

92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
95	Saenger Theater	6 South Joachim St	$ 144.50	X	$ 1734
96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29.90	X	$ 348.80
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

Year 3 – 2nd Additional Term:

	Facility	Address	Monthly	Quarterly	Annually
1	200 Government Street	200 Government St	X	$ 65.04	$ 262
2	Aaron (Henry) Park	2010 Andrews St	X	$ 4.20	$ 16.80
3	Animal Shelter	855 Owens Street	$ 18.25	X	$ 219
4	Azalea City Golf Course	1000 Gaillard Drive	$ 52.50	X	$ 630
5	Azalea Road Complex - Bldg #1 & #2	1301 Azalea Road	X	$ 81.25	$ 325
6	Azalea Road Complex - Bldg #3 (Adult Care Center)	1301 Azalea Road	X	$ 67	$ 268
7	Ben May Main Library	701 Government St	$ 111.25	X	$ 1335
8	Bienville Square Restrooms	150 Dauphin Street	X	$ 2.50	$ 10

9	Connie Hudson Mobile Regional Senior Community Center	3201 Hillcrest Road	$ 49	X	$ 588
10	Copeland-Cox Tennis Center	851 Gaillard Drive	X	$ 16.75	$ 67
11	Crawford-Murphy Park	351 South Ann Street	X	$ 3.25	$ 13
12	Dog River (Luscher) Park	2459 N. Dog River Dr	X	$ 6.50	$ 26
13	Dotch Community Center & Bath House	3100 Bank Avenue	$ 44.50	X	$ 534
14	Electrical Department	854 Gayle Street	$ 42.50	X	$ 510
15	Figures (Michael) Park Community Center	1868 Allison Street	$ 48.50	X	$ 582
16	Fire Station #1	6801 Overlook Road	$ 15.50	X	$ 186
17	Fire Station #3 / Central Fire Station	701 St. Francis Street	$ 47	X	$ 564
18	Fire Station #6	2525 Hillcrest Road	$ 11.75	X	$ 141
19	Fire Station #7	5525 Commerce Boulevard East	$ 15	X	$ 180
20	Fire Station #9	1000 Houston Street	$ 6.50	X	$ 78
21	Fire Station #11	1004 South Broad St	$ 13.25	X	$ 159
22	Fire Station #14	2062 Dr. Martin Luther King, Jr. Ave	$ 8.50	X	$ 102
23	Fire Station #16	1651 S. Maryvale St	$ 14.62	X	$ 175.44
24	Fire Station #17	57 South Lafayette St	$ 17.81	X	$ 213.72
25	Fire Station #18	700 Museum Drive	$ 15.13	X	$ 181.56
26	Fire Station #19	1275 Azalea Road	$ 11.25	X	$ 135
27	Fire Station #20	3741 Dauphin Island Parkway	$ 11.25	X	$ 135
28	Fire Station #21	512 Stimrad Road	$ 11.25	X	$ 135
29	Fire Station #22	4710 Airport Blvd.	$ 14.90	X	$ 178.80
30	Fire Station #23	2711 Airport Blvd	$ 11.25	X	$ 135
31	Fire Station #26 (Public Safety Complex)	8080 Airport Blvd.	$ 34.07	X	$ 408.84
32	Fire Station #28	7050 Old Military Rd	$ 23.25	X	$ 279
33	Fire Station Crichton	200 Davenport Ave	$ 23.56	X	$ 282.72
34	Fire Department Central Services	2851 Old Shell Road	X	$ 78.50	$ 314
35	Fire Training Center	860 Owens Street	X	$ 5	$ 20
36	Fort Conde Offices & Museum	150 Royal Street	X	$ 60.25	$ 241
37	Fort Hardeman	720 Museum Drive	X	$ 35	$ 140
38	Garage Paint & Body Shop	901 Kelly Street	X	$ 52	$ 208
39	Government Plaza	205 Government St.	$ 275	X	$ 3300
40	Harmon Thomas Community Center	1611 Belfast Street	$ 53	X	$ 645
41	Herndon-Sage Park	2900 Dauphin Street	X	$ 4.75	$ 19
42	Hillsdale Community Center	558 Felhorn Road East	$ 53	X	$ 636
43	Hillsdale Park	6024 Lorna Road	X	$ 6.70	$ 26.80
44	History Museum of Mobile	111 South Royal Street	$ 208.50	X	$ 2502
45	Hope (Plateau) Community Center	850 Edwards Street	$ 34.75	X	$ 417
46	Hurtel Armory	1900 Hurtel Street	$ 122.36	X	$ 1468.32
47	Kidd Park	800 East Street	X	$ 7.30	$ 29.20
48	Langan (Municipal) Park	4901 Zeigler Drive	X	$ 5.50	$ 22
49	Langan Park Ball Fields	4801 Museum Drive	X	$ 8	$ 32

X 636 -59

50	Laun Park	5401 Windmill Drive	X	$ 6.50	$ 26
51	Lavretta Park	200 W. Parkway Drive	X	$ 7.20	$ 28.80
52	Library Administrative Office Annex	702 Government St	$ 7.50	X	$ 90
53	Library Administrative Offices	700 Government St	$ 17.75	X	$ 213
54	Library Local History & Genealogy	753 Government St	X	$ 10	$ 40
55	Lyons Park	180 Lyons Park Ave	X	$ 6.75	$ 27
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70	Motor Pool	745 South Broad St	X	$ 11.20	$ 44.80
71	Parks Department - Mowing Eastern Division	603 Broad Street/650 South Jefferson/ 652 South Jefferson	X	$ 27.75	$ 111
72	Municipal Archives	457 Church Street	$ 45.50	X	$ 546
73	Newhouse Park	2960 Alston Drive	X	$ 5.50	$ 22
74	Oakleigh House & Barracks	263 Roper Street	X	$ 17	$ 68
75	Parks Fuel Yard/ Maintenance Complex	5201 Museum Drive	X	$ 14.75	$ 59
76	Parkway Branch Library	1924-B Dauphin Island Parkway	$ 22.50	X	$ 270
77	Phoenix Fire Museum	203 S. Claiborne Street	X	$ 6.60	$ 26.40
78	Playhouse in the Park	4851 Museum Drive	X	$ 17.75	$ 71
79	Police Academy	1251 Virginia Street	X	$ 22.25	$ 89
80	Police Crime Prevention	2407 Airport Boulevard	$ 7	X	$ 84
81	Police First Precinct	850 Virginia Street	X	$ 16.75	$ 67
82	Police Second Precinct	5441 Hwy 90 W. Bldg C	X	$ 22.25	$ 93.84
83	Police Third Precinct	2165 St. Stephens Road	X	$ 24.33	$ 97.32
84	Police Fourth Precinct (Public Safety Complex)	8080 Airport Boulevard	X	$ 30.02	$ 120.08
85	Police Headquarters	2460 Government Blvd	$ 94.40	X	$ 1132.80
86	Police Impound Lot	1251 Virginia Street	X	$ 15.25	$ 183
87	Police Mounted Unit	1251 Virginia Street	X	$ 5.50	$ 22

88	Police Special Operations Facility	850 St. Anthony Street	X	$ 68.57	$ 274.28
89	Public Buildings Complex	850 & 861 Owens Street	$ 59	X	$ 708
90	Public Works Complex	770 Gayle Street	$ 33.37	X	$ 400.44
91	Richards DAR House & Coach House	256 North Joachim Street	X	$ 17.75	$ 71
92	Rickarby Park Recreation Center	550 Rickarby Street	$ 6.25	X	$ 75
93	D.I.P. Senior (S.A.I.L.) Center	1600 Boykin Boulevard	$ 13.68	X	$ 164.16
94	Sage Avenue Armory	48 N. Sage Avenue	X	$ 40.75	$ 163
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96	Stotts (Sam) Park	2150 Demotropolis Road	X	$ 5.25	$ 21
97	Seals (James) Community Center & Park	540 Texas Street	$ 44.25	X	$ 531
98	Special Events Office	2900 Dauphin Street	X	$ 15.15	$ 60.60
99	Springhill Recreation Center	1151 Springhill Avenue	$ 37.50	X	$ 450
100	Sullivan (Thomas) Community Center & Park	351 North Catherine Street	$ 41.49	X	$ 497.88
~~101~~	~~T.S.A.C. (Woodcock School)~~	~~261 Rickarby Street~~	~~X~~	~~$~~	~~$~~
102	Tardy Cottage	104 S. Lawrence Street	X	$ 13.75	$ 55
103	Taylor Park Community Center & Pool House	1050 Baltimore Street	$ 40.50	X	$ 486
104	Telecommunications	107 South Royal Street	X	$ 19.31	$ 77.24
105	Traffic Engineering	852 Gayle Street	$ 29	X	$ 348
106	Tricksey Senior Center	3055 Bank Avenue	$ 9.50	X	$ 114
107	Trimmier Park	3600 Alba Club Road	X	$ 15.50	$ 60
108	Virginia Dillard Smith Library (Toulminville)	601 Stanton Road	$ 43.75	X	$ 525
109	West Regional Library	5555 Grelot Road	$ 155	X	$ 1860
110	Western Administrative Complex	4851 Museum Drive	$ 95.75	X	$ 1149
111	Levon Manzie Resource Center	110 N. Lafayette Street	X	$ 18.75	X 75
112	Gulf Quest Maritime Museum	155 South Water Street	X	$ 250.14	X 1000.56
113	Mobile Police Department Headquarters Building	2460 Government Street	$ 94.40	X	X 1132.80
114	Public Works Complex	770 Gayle Street	$ 33.37	X	X 400.44
115	Police First Precinct	2601 – D Dauphin Island Parkway	$ 97.50	X	X 1170
	Totals		$ 3,655.00	$ 1,539.00	$ 50,134.00

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

UNIT PRICES – for Additional Services as specified in Section 01000 – Scope of Work:

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

1. Regular Time (8am to 5pm, Monday through Friday):
   Year 1: $ 95 per hour;
   Year 2: $ 95 per hour;
   Year 3: $ 95 per hour

2. Overtime (5pm to 8am, Monday through Friday, and Weekends):
   Year 1: $ 142 per hour;
   Year 2: $ 142 per hour;
   Year 3: $ 142 per hour

3. Overtime Holidays (Bidder's Holidays):
   Year 1: $ 190 per hour;
   Year 2: $ 190 per hour;
   Year 3: $ 190 per hour

Additional Material: Shall be billed at Service Contractor's direct cost plus Fifteen (15%) percent ***mark-.up***

1. **BID INCLUDES:**
   Addendum Number 1, Dated 09-15-2023
   Addendum Number _____, Dated _____
   Addendum Number _____, Dated _____

2. **BID SECURITY**: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. **NON-DISCRIMINATION:** The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. **REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

   A. Reference #1:
   Company Name: Airbus
   Company Address: 320 Airbus Way Mobile, AL 36615
   Telephone: 251-404-7988 Email: kaycee.goubil@airbus.com
   Type of Work: Pest Control

Date(s): 09-26-2023

B. Reference #2:
Company Name: City of Fairhope
Company Address: 555 S Section St Fairhope, AL 36532
Telephone: 251-259-6675 Email: george.ladd@fairhope.gov.al
Type of Work: Pest Control & Termite Protection
Date(s): 09-26-2023

C. Reference #3:
Company Name: Alabama State Port Authority
Company Address: 1400 ASD Blvd Mobile, AL 36602
Telephone: 251-441-7232 Email: mdupree@asdd.com
Type of Work: Pest Control & Termite Protection
Date(s): 09-26-2023

Remainder of Page Intentionally Left Blank

5. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME: Redd Pest Solutions of the SE
(Typed)

BY: Griffin Norwood
(Signature of Company Officer)

COMPANY OFFICER: Griffin Norwood
(Typed)

TITLE Sales Technician
(Typed)

DATE 09/25, **20** 23

Sworn to and subscribed before me this 25th **day of 20** 23, September

Notary Public

My Commission Expires
March 31, 2025

JAMES RAY RICH
Notary Public
Alabama State at Large

END OF SECTION

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-025-23 Current Date 8/1/23

Project Description Service Contract - Various City of Mobile Facilities - Pest Conrol

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Pest Control Services at various City of Mobile locations. NO SUBCONTRACTORS.

Cassie Boatwright
Requested By (Department Director)

(Signature)

Director of REAM
(Title)

August 1, 2023
(Date)

251 208 7878
Telephone Number

beatriz.jordan@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd Supplier Diversity Mgr 8/4/2023
(Signature) (Title) (Date)

Approved By (CAO)

EXHIBIT 2

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Redd Pest Solutions of the Southeast
Address	1273 Azalea Rd Mobile, AL 36693
Telephone	251-660-1550
E-Mail	rps127343@gmail.com

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

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Griffin Norwood

Signature: Griffin Norwood Date: Oct. 4th 2023

Title: Sales Tech

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: N/A Title: _____

Email: _____ Phone: _____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd

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

Please Print Company Redd Pest Solutions of the Southeast Your Bid/Proposal Amount $ 50,134.00 Date: 10 / 04 / 2023 Description

Name of Bidder/Proposer: Griffin Norwood

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
		N/A				

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Griffin Norwood

Contact Person: Brandon Redd Phone 251-660-1550 Email bredd@reddpest.com

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

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

	/	**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 Section2(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. _____

_____

_____

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: N/A	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION:		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE):

JAN APR JULY OCT
FEB MAY AUG NOV
MARCH JUNE SEPT 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

Alabama Secretary of State

Redd Pest Solutions of the Southeast, Inc.	
Entity ID Number	000 - 335 - 166
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	04/30/2015
Registered Agent Name	REDD, JOHN K
Registered Office Street Address	1273 AZALEA ROAD MOBILE, AL 36693
Registered Office Mailing Address	1273 AZALEA ROAD MOBILE, AL 36693
Nature of Business	ANY AND ALL LAWFUL BUSINESS
Capital Authorized	10000 @ $1.00PV
Capital Paid In	
Directors	
Director Name	REDD, JOHN KENNETH
Director Street Address	1273 AZALEA ROAD MOBILE, AL 36693
Director Mailing Address	1273 AZALEA ROAD MOBILE, AL 36693
Incorporators	
Incorporator Name	CAROTHERS, ROBERT L JR
Incorporator Street Address	11 NORTH WATER STREET SUITE 1200 MOBILE, AL 36602
Incorporator Mailing Address	11 NORTH WATER STREET SUITE 1200 MOBILE, AL 36602
Transactions	
Transaction Date	05/08/2015
Miscellaneous Filing Entry	New Entity Effective 04-30-2015 15:23
Scanned Documents	
Purchase Document Copies	

Redd Pest Solutions of the Southeast, Inc.		
Document Date / Type / Pages	05/08/2015	Certificate of Formation 5 pgs.

Browse Results New Search

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Approved by:

Employer	
Redd Pest Solutions of the Southeast, Inc,	
Name (Please Type or Print) Jo Anne Waltman	**Title**
Signature Electronically Signed	**Date** 05/26/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 05/27/2015

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Redd Pest Solutions of the Southeast, Inc,
Company Facility Address	1273 Azalea Rd Mobile, AL 36693
Company Alternate Address	P.O.Box 9125 Mobile, AL 36691
County or Parish	MOBILE
Employer Identification Number	473913082
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

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

AL	1

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 881025

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

Name	John K Redd
Phone Number	2516601550
Fax	2516601560
Email	kredd@reddpest.com

Name	Jo Anne Waltman
Phone Number	2516601550
Fax	2516601560
Email	jwaltman@reddpest.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/3/2023

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

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

PRODUCER
Alliant Insurance Services, Inc.
16000 N. Dallas Pkwy
Suite 850
Dallas TX 75248
License#: 0C36861

CONTACT NAME: PESTSURE CERTIFICATES
PHONE (A/C, No, Ext): 888-984-3813 **FAX (A/C, No):** 214-273-3193
E-MAIL ADDRESS: PESTSURECERTS@ALLIANT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : XL Insurance America, Inc.	24554
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Redd Pest Solutions of the Southeast, Inc.
1273 Azalea Road
Mobile AL 36693
REDDPES-01

COVERAGES **CERTIFICATE NUMBER:** 617608169 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	MWZY313716-23	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	MWTB313717-23	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			US00072026LI23A	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC313715-23	7/1/2023	7/1/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All locations and operations. Add'l Insured coverage is provided by form by CG 20 10 12 19, See Attached.
Project #: SC-025-23
Project Name: Service Contract City of Mobile Various Facilities Pest Control Services
City Of Mobile is named as an Additional Insured in respect to General Liability and Auto Liability. Waiver of Subrogation applies in favor of the Additional Insured with respect to General Liability, Auto Liability and Workers Compensation. Umbrella Follow Form. Contractual Liability is included on the General Liability Policy. Insurance is Primary and Non-Contributory. 30 Days Notice of Cancellation (10 Days for Non-Payment of premium).

CERTIFICATE HOLDER
City Of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE
Kristina Phillips

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All persons or organizations when required by contract or agreement.	All completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Designated Construction Project(s):
All persons or organizations when required by contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PESTICIDE OR HERBICIDE APPLICATOR COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART/FORM

SCHEDULE

Description Of Operations:
Pesticide and/or Herbicide application

With respect to the operations shown in the above Schedule, Paragraph **(1)(d)** of Exclusion **f. Pollution** of **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply:

1. If the operations meet all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government which apply to those operations; or

2. With respect to such operations, if there is a failure to meet the standards described in Paragraph **1**. above and such failure qualifies as an "occurrence", this will not void coverage under this endorsement. All "bodily injury" and "property damage" occurring during the policy period as a result of such failure to meet standards described in Paragraph **1**. above will be considered one "occurrence" and the date of the "occurrence" will be the date of a single erroneous application or the first application of a series of related erroneous applications; or

3. At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured and used for the purpose of performing the operations listed in the above Schedule.

However, in no event does this insurance apply to pesticides and/or herbicides that at the time of the application are banned by government or regulatory authorities.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

Any Person, Organization, Trustee or Estate as required by contract or agreement.

With respect to **COVERED AUTOS LIABILITY COVERAGE**, **Who Is An Insured** is changed with the addition of the following:

Each person or organization shown in the Schedule for whom you are doing work is an "insured". But only for "bodily injury" or "property damage" that results from the ownership, maintenance or use of a covered "auto" by:

1. You;

2. an "employee" of yours; or

3. anyone who drives a covered "auto" with your permission or with the permission of one of your "employees".

However, the insurance afforded to the person or organization shown in the Schedule shall not exceed the scope of coverage and/or limits of this policy. Not withstanding the foregoing sentence, in no event shall the insurance provided by this policy exceed the scope of coverage and/or limits required by the contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Redd Pest Solutions of

Endorsement Effective Date: 07/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
All persons or organizations when required by contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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IL 10 (12/06) OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED AND PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Designated Person(s) or Organization(s):

All persons or organizations when required by contract or agreement.

A. **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, paragraph **1. Who Is An Insured** is amended to include the person(s) or organization(s) shown in the above Schedule as an additional "insured", but only with respect to "accidents" arising out of your work while being performed for such person(s) or organization(s).

B. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This policy's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to the "insured" person(s) or organization(s) shown in the above Schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
All persons or organizations when required by contract or agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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POLICY NUMBER: MWC313715-23

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All persons or organizations when required by contract or agreement.

DATE OF ISSUE: 07/01/2023

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when required by contract or agreement.	All locations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents:

The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract:

The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work:

The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual:

The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements:

The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications:

The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems,

standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents:

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper

execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. The Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and

these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1. Payments shall be made on a monthly basis, for completed work as specified.

2. Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.

3. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;

2. the Work and materials and equipment to be incorporated therein;

3. other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7455. Successful Bidder must have City License at the time of Bidding.

I. 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 (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

9. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1. fails to perform service in a satisfactory manner; or

2. repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or

3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

4. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

10. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in

question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Submitted by:

Joseph Snowden, Administrative Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

2nd Amendment to existing agreement with Republic Parking System, LLC, for Parking Management Services in the Central Business District. Mgmt fees $41K + expenses annually paid out of parking program revenues as per annual budget.

Amount of Contract:

As needed approx $550K/year

Effective Date of Contract:

10/31/2023

Funding Source

Project # **Discretionary Funds**

Project String 1004.9022.42190 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Parking Extension Agenda Package	Cover Memo	11/13/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	11/16/2023 - 3:01 PM
Legal	Kern, Chris	Approved	11/16/2023 - 4:10 PM

Legal	Kern, Chris	Approved	11/16/2023 - 4:19 PM
Mayors Office	Montgomery, Brandi	Approved	11/22/2023 - 12:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, an amendment to the contract, by and between the City of Mobile and Republic Parking System, LLC., dated October 23, 2018, as amended November 2, 2021, for management of the City parking program in and around the Central Business District, to extend the agreement until November 26, 2026, and make other amendments as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract and amendments are on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

DocuSign Envelope ID: 4EB795F2-8B19-4E3E-97EA-92A443959AD2

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of _____, 2023 ("Effective Date").

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
("Republic")

AND: **CITY OF MOBILE**
(the "City")

WHEREAS:

A. Republic and City entered into a management agreement (the "Agreement") effective **October 23, 2018,** regarding the operation and management of a parking program including metered, time, paid, or permitted parking on the City right of way or on property owned by the City in and around its Central Business District for which the original term was from December 1, 2018 through November 30, 2021;

B. The parties entered into an Amendment to Management Agreement dated November 2, 2021 to extend the term to expire on October 31, 2023, added a section 15.5 to clarify that Republic retains ownership of all vehicles and that the City will no longer pay Republic vehicle usage fees, added a section 7.6 for management of RV City, and updated Republic's Notice of Address in section 16.1;

C. The parties wish to further extend the Management Agreement under the existing and amended terms and conditions, and reset the termination date to coincide with the defined Operating Year from December through the following November; and

D. The parties wish to amend the Agreement as set out herein.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the premises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Agreement.

2. The Term of the Agreement is hereby extended for an additional period to expire on **November 30, 2026.**

3. Effective the date of this Amendment: ***Section 2.4 of the Agreement shall be modified in the following manner to read:***

2.4 **Either party** will have the right to terminate this Agreement at any time, with or without cause, upon not less than ninety (90) days' prior written notice to **the other party**, subject to the terms and conditions therein.

4. Effective the date of this Amendment: ***Section 16.1 of the Agreement shall be struck in its entirety and replaced by the following:***

16.1 Any notice, approval or other communication required under this Agreement will be deemed given on the day actually delivered (or the date delivery is first refused) when sent via nationally-recognized overnight delivery to the address set forth below:

If to the City:
City of Mobile
City Attorney
P.O. Box 1827
Mobile, AL 36633-1827

If to Republic:
Republic Parking Systems LLC
Attn: Legal Dept.
307 7th Ave, Suite 301
New York City, NY 1005

With a copy sent via email to: legalnotices@reimaginedparking.com

5. An agreed updated budget is attached in Exhibit A. Exhibit B documents Republic's current insurance coverage.

6. This Amendment shall be read with and form a part of the Agreement. Apart from the foregoing, all other terms and conditions of the Agreement remain unchanged.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Amendment by their duly authorized representatives.

Republic Parking Systems, LLC

DocuSigned by:
Tarek Moussa
EDA2FCB43ED044D...

By: Tarek Moussa

Title: Authorized Signatory
Chief Revenue Officer

Date: 11/9/2023

Witness:

DocuSigned by:
Jordan Sharer
D2DCGE4FBED746B...

Name: Jordan Sharer

Date: 11/12/2023

(Seal)

Notary Public

CITY

ATTEST:

Its Mayor William S. Stimpson

City Clerk

Date

Date

Exhibits: A Budget
B Liability Insurance

DocuSign Envelope ID: 4EB795F2-8B19-4E3E-97EA-92A443959AD2

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 61
CITY OF MOBILE ENFORCEMENT *MS

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2024Total	% Δ
51137	CITATIONS PRIOR	-	-	-	-	-	-	-	-	-	-	-	-	-	
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
51389	CITATIONS CURRENT	12,180	12,302	12,425	12,549	12,675	12,801	12,929	13,059	13,189	13,321	13,454	13,589	154,473	
52001	CREDIT CARD FEES	2,769	2,797	2,825	2,853	2,881	2,910	2,939	2,969	2,998	3,028	3,059	3,089	35,118	
51130	MONTHLY PERMIT SALES	450	450	450	450	450	450	450	450	450	450	450	450	5,400	
	Total Revenue	**15,399**	**15,548**	**15,699**	**15,852**	**16,006**	**16,162**	**16,319**	**16,477**	**16,638**	**16,800**	**16,963**	**17,128**	**194,991**	
61110	SALARIES & WAGES	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	3,940	47,280	
61130/61136	PAYROLL TAXES/ADJUSTMENT	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	1,294	15,528	
61309	UTILITIES	150	150	150	150	150	150	150	150	150	150	150	150	1,800	
61310	ELECTRIC POWER	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
61330	TELEPHONE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61340	POSTAGE	31	31	31	31	31	31	31	31	31	31	31	31	375	
61345	OFFICE RENT	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600	
61370	MANAGEMENT FEE	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	1,166	13,992	
61385	INTERNET-SETUP & MONTHLY COSTS	500	500	500	500	500	500	500	500	500	500	500	500	6,000	
61422	CLEANING-MISC.	30	30	30	30	30	30	30	30	30	30	30	30	360	
61470	UNIFORMS/NAME TAGS/BADGES	55	55	55	55	55	55	55	55	55	55	55	55	660	
61480	TAXES & LICENSES	62	62	62	62	62	62	62	62	62	62	62	62	747	
61500	PROFESSIONAL FEES	345	345	345	345	345	345	345	345	345	345	345	345	4,140	
61508	COMPUTER LEASE	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	22,500	
61520	OFFICE SUPPLIES	61	61	61	61	61	61	61	61	61	61	61	61	730	
61527	TICKET PURCHASE EXPENSE	333	333	333	333	333	333	333	333	333	333	333	333	3,996	
61530	GENERAL SUPPLIES	139	139	139	139	139	139	139	139	139	139	139	139	1,668	
61534	BANK SERVICE CHARGE	600	600	600	600	600	600	600	600	600	600	600	600	7,200	
61536	EMPLOYEE CRIME/DRUG CHECK	7	7	7	7	7	7	7	7	7	7	7	7	84	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000	
	Total Expense	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**17,188**	**206,260**	
	Net Income	**(1,789)**	**(1,640)**	**(1,489)**	**(1,336)**	**(1,182)**	**(1,027)**	**(870)**	**(711)**	**(551)**	**(389)**	**(225)**	**(60)**	**(11,270)**	

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Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 62
CITY OF MOBILE ON STREET *MS

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2024Total	% Δ
51190	METER RECEIPTS	27,082	27,353	27,626	27,903	28,182	28,463	28,748	29,036	29,326	29,619	29,915	30,215	343,468	
51226	BAG RENTAL FEES	480	480	480	480	480	480	480	480	480	480	480	480	5,760	
	Total Revenue	**27,562**	**27,833**	**28,106**	**28,383**	**28,662**	**28,943**	**29,228**	**29,516**	**29,806**	**30,099**	**30,395**	**30,695**	**349,228**	
61110	SALARIES & WAGES	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	7,966	95,592	
61130/61136	PAYROLL TAXES/ADJUSTMENTS	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	2,616	31,392	
61210	INSURANCE - WORK. COMP.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61223	INSURANCE-LIABILITY-EVENT	200	200	200	200	200	200	200	200	200	200	200	200	2,400	
61238	INSURANCE-ON STREET	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	1,560	18,720	
61242	INSURANCE-AUTO, ETC	583	583	583	583	583	583	583	583	583	583	583	583	7,000	
61309	UTILITIES	71	71	71	71	71	71	71	71	71	71	71	71	852	
61310	ELECTRIC POWER	269	269	269	269	269	269	269	269	269	269	269	269	3,223	
61330	TELEPHONE	67	67	67	67	67	67	67	67	67	67	67	67	804	
61332	TELEPHONE-CELLULAR	80	80	80	80	80	80	80	80	80	80	80	80	960	
61340	POSTAGE	64	64	64	64	64	64	64	64	64	64	64	64	767	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61365	PCI COMPLIANCE	224	224	224	224	224	224	224	224	224	224	224	224	2,691	
61370	MANAGEMENT FEE	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
	INCENTIVE MANAGEMENT FEE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61381	COMPUTER & PROGRAMMING	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	5,900	70,800	
61385	INTERNET-SETUP & MONTHLY COSTS	290	290	290	290	290	290	290	290	290	290	290	290	3,485	
61412	URBAN TRAVEL	-	-	-	-	-	-	-	-	-	-	-	-	-	
61440	PAINTING & STRIPING	100	100	100	100	100	100	100	100	100	100	100	100	1,200	
61459	GASOLINE/LUBRICANTS/TOLLS	85	85	85	85	85	85	85	85	85	85	85	85	1,024	
61470	UNIFORMS/NAME TAGS/BADGES	112	112	112	112	112	112	112	112	112	112	112	112	1,344	
61480	TAXES & LICENSES	127	127	127	127	127	127	127	127	127	127	127	127	1,524	
61500	PROFESSIONAL FEES	690	690	690	690	690	690	690	690	690	690	690	690	8,280	
61520	OFFICE SUPPLIES	148	148	148	148	148	148	148	148	148	148	148	148	1,776	
61530	GENERAL SUPPLIES	284	284	284	284	284	284	284	284	284	284	284	284	3,408	
61534	BANK SERVICE CHARGE	480	480	480	480	480	480	480	480	480	480	480	480	5,760	
61536	EMPLOYEE CRIME/DRUG CHECK	14	14	14	14	14	14	14	14	14	14	14	14	168	
61539	EQUIPMENT	225	225	225	225	225	225	225	225	225	225	225	225	2,704	
61560	ADVERTISING/PROMOTION	-	-	-	-	-	-	-	-	-	-	-	-	-	
61575	SERVICE AGREEMENT	417	417	417	417	417	417	417	417	417	417	417	417	5,000	
61806	CC PROCESSING FEES	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600	
61838	METER SUPPLIES	50	50	50	50	50	50	50	50	50	50	50	50	600	
	Total Expense	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**24,923**	**299,074**	
	Net Income	**2,639**	**2,910**	**3,184**	**3,460**	**3,739**	**4,021**	**4,305**	**4,593**	**4,883**	**5,176**	**5,473**	**5,772**	**50,154**	

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 63
CITY OF MOBILE CHURCH STREET

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	4,188	4,230	4,272	4,315	4,358	4,402	4,446	4,490	4,535	4,580	4,626	4,672	53,114	5%
51226	BAG RENTAL FEES	-	-	-	5,148	990		-	-	-	-	-	-	6,138	5%
51130	MONTHLY PERMIT SALES	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	2345	28,140	
	Total Revenue	**6,533**	**6,575**	**6,617**	**11,808**	**7,693**	**6,747**	**6,791**	**6,835**	**6,880**	**6,925**	**6,971**	**7,017**	**59,252**	
61110	SALARIES & WAGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	195	195	195	195	195	195	195	195	195	195	195	195	2,340	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61385	INTERNET-SETUP & MONTHLY COSTS	130	130	130	130	130	130	130	130	130	130	130	130	1,560	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	30	30	30	30	30	30	30	30	30	30	30	30	360	
61500	PROFESSIONAL FEES	164	164	164	164	164	164	164	164	164	164	164	164	1,968	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	35	35	35	35	35	35	35	35	35	35	35	35	420	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61534	BANK SERVICE CHARGE	200	200	200	200	200	200	200	200	200	200	200	200	2,400	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**821**	**9,852**	
	Net Income	**5,712**	**5,754**	**5,796**	**10,987**	**6,872**	**5,926**	**5,970**	**6,014**	**6,059**	**6,104**	**6,150**	**6,196**	**77,540**	

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 64
CITY OF MOBILE FORT CONDE

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	2,690	2,717	2,744	2,772	2,799	2,827	2,855	2,884	2,913	2,942	2,971	3,001	34,116	5%
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	5%
51130	MONTHLY PERMIT SALES	30	30	30	30	30	30	30	30	30	30	30	30	360	
	Total Revenue	**2,720**	**2,747**	**2,774**	**2,802**	**2,829**	**2,857**	**2,885**	**2,914**	**2,943**	**2,972**	**3,001**	**3,031**	**34,116**	
61110	SALARIES & WAGES	-	684	684	684	684	684	684	684	684	684	684	684	7,524	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	186	186	186	186	186	186	186	186	186	186	186	2,046	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	26	26	26	26	26	26	26	26	26	26	26	26	312	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61385	INTERNET-SETUP & MONTHLY COSTS	40	40	40	40	40	40	40	40	40	40	40	40	480	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61500	PROFESSIONAL FEES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	15	15	15	15	15	15	15	15	15	15	15	15	180	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	28	28	28	28	28	28	28	28	28	28	28	28	336	
61534	BANK SERVICE CHARGE	297	297	297	297	297	297	297	297	297	297	297	297	3,564	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**773**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**1,643**	**18,846**	
	Net Income	**1,947**	**1,104**	**1,131**	**1,159**	**1,186**	**1,214**	**1,242**	**1,271**	**1,300**	**1,329**	**1,358**	**1,388**	**15,630**	

Republic Parking System, Inc
Budget for 2024
Company: 66 Lot: 65
CITY OF MOBILE WATER STREET

Actual G/L Acct	Description	Dec Dec-23	Jan Jan-24	Feb Feb-24	Mar Mar-24	Apr Apr-24	May May-24	Jun Jun-24	Jul Jul-24	Aug Aug-24	Sep Sep-24	Oct Oct-24	Nov Nov-24	Total 2023 Total	% Δ
51120	TRANSIENT REVENUE	9,409	9,503	9,598	9,694	9,791	9,889	9,988	10,088	10,189	10,290	10,393	10,497	119,330	5%
51226	BAG RENTAL FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	5%
51130	MONTHLY PERMIT SALES	60	60	60	60	60	60	60	60	60	60	60	60	720	
	Total Revenue	**9,469**	**9,563**	**9,658**	**9,754**	**9,851**	**9,949**	**10,048**	**10,148**	**10,249**	**10,350**	**10,453**	**10,557**	**119,330**	
61110	SALARIES & WAGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61130/61136	PAYROLL TAXES/ADJUSTMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61309	UTILITIES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61310	ELECTRIC POWER	26	26	26	26	26	26	26	26	26	26	26	26	312	
61330	TELEPHONE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61340	POSTAGE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61345	OFFICE RENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61370	MANAGEMENT FEE	300	300	300	300	300	300	300	300	300	300	300	300	3,600	
61385	INTERNET-SETUP & MONTHLY COSTS	40	40	40	40	40	40	40	40	40	40	40	40	480	
61422	CLEANING-MISC.	-	-	-	-	-	-	-	-	-	-	-	-	-	
61470	UNIFORMS/NAME TAGS/BADGES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61480	TAXES & LICENSES	-	-	-	-	-	-	-	-	-	-	-	-	-	
61500	PROFESSIONAL FEES	67	67	67	67	67	67	67	67	67	67	67	67	804	
61508	COMPUTER LEASE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61520	OFFICE SUPPLIES	15	15	15	15	15	15	15	15	15	15	15	15	180	
61527	TICKET PURCHASE EXPENSE	-	-	-	-	-	-	-	-	-	-	-	-	-	
61530	GENERAL SUPPLIES	28	28	28	28	28	28	28	28	28	28	28	28	336	
61534	BANK SERVICE CHARGE	297	297	297	297	297	297	297	297	297	297	297	297	3,564	
61536	EMPLOYEE CRIME/DRUG CHECK	-	-	-	-	-	-	-	-	-	-	-	-	-	
61539	EQUIPMENT	-	-	-	-	-	-	-	-	-	-	-	-	-	
61564	VATS ACCESS FEES	-	-	-	-	-	-	-	-	-	-	-	-	-	
	Total Expense	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**773**	**9,276**	
	Net Income	**8,696**	**8,790**	**8,885**	**8,981**	**9,078**	**9,176**	**9,275**	**9,375**	**9,476**	**9,577**	**9,680**	**9,784**	**110,774**	

Exhibit B: Republic Insurance Certificate

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, lhe 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
MARSH USA, LLC.
3031 N Rock Point Drive Wesl, Suite 700
Tampa, FL 3 607

CN142743557- -GAWUC-23-24

/t'"
_mgN c.o. rifc Nol:
E-MAIL ADDRESS:

INSURERISI AFFORDING COVERAGE	NAIC#
INSURER A : Everest NaLional Insurance Comoanv	10120
INSURER B : N/A	N/A
INSURER C : Everest Premier Insurance Comoanv	16045
INSURER D : N/A	N/A
INSURERE:	
INSURERF:	

INSURED
Parking Aggregator LLC
307 Seventh Avenue, Suite 301
New York, NY 10001

COVERAGES **CERTIFICATE NUMBER:** ATL-005656707-01 **REVISION NUMBER:** 1

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	
	X COMMERCIAL GENERAL LIABILITY			RM3GL00010-231	10/01/2023	10/01/2024	EACH OCCURRENCE	$ 2,000,000
	D CLAIMS-MADE 0 OCCUR						:1,'U'i'., :. ncel	$ 1,000,000
	X SIR $250,000						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
	M POLICY ☐ rr&r ☐ LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER						GEN AGG PER LOG	$ 20,000,000
A	AUTOMOBILE LIABILITY			RM3CAOOOi2-23i (AOS)	10i01il023	10/01/2024	COMBINED SINGLE LIMIT (Ee acddanll	$ 2,000,000
A	X ANY AUTO			RM3CA00011-231 (MA)	10/01/2023	10/01/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						rf...?: JA;.RA AGE	$
								$
	UMBRELLA LIAB H OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	OED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RM"3WG00009-231 (AOS)	iU/UWU,J	iU1U1/2024	X TUTE OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? YIN 0	NIA		RM3WC00008-231 (FL,ME,NJ)	05/01/2023	05/01/2024	E.L. EACH ACCIDENT	$ 1,000,000
A	(Mandatory In NH)			RM3WC00007-231 (MA, WI)	10/01/2023	10/01/2024	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS I LOCATIONS/ VEHICLES (ACORD 101. Additional Remarks Schadule, may be attached if more spaca is required)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

.s.,,,, e

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AGENCY CUSTOMER ID: _C-=--N--'-'-14_27_4-=--35;;_5;_7_____

LOC#: Tampa

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC	Parking Aggregator LLC 307 Seventh Avenue, Suite 301 New York, NY 10001
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

Auto Physical Damage and Garagekeepers (AOS) -
Everest Indemnity Insurance Company
10/01/2023 - 10/01/2024
APO#- RM3CA00010-231 GKLL# - RM3CA00022-231
GKLL Limit - $1,000,000 per location on an excess basis
APO- $50,000 deductible per unit GKLL- $150,000 SIR per unit

Auto Physical Damage and Garagekeepers (MA) -
Everest Indemnity Insurance Company
10/01/2023-10/01/2024
APO#- RM3CA0000S-231 GKLL#- RM3CA00023-231
GKLL Limit - $1,000,000 per location on an excess basis
APO - $50,000 deductible per unit GKLL - $150,000 SIR per unit

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Supplemental Documents for Agenda Package

Original Contract

and

First Amendment to Original Contract with Republic Parking System LLC

OPERATIONAL CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: Amendment to Parking Management Agreement (memorialize 2 yr extension already Council approved in 2018 contract, add small ancillary RV City task, clarify car expensing.)

PROJECT LOCATION: Downtown Mobile; note this is a net Revenue contract. Monthly Expenses pd to Vendor avg $35K /mo out of Revenues collected avg $80K/mo (amt below is 24 mo expense ext)

DEPARTMENT PROJECT NUMBER: n/a

CHANGE ORDER #: 1 **AMOUNT:** $840,000 ○ **DEDUCT** ◉ **ADD**

OPERATIONAL ACCOUNT: 1004 9022 34220,34225, 34460

VENDOR #: 295617 **VENDOR NAME:** Republic Parking System LLC

Prepared by: Don Rose **Date:** 06/16/2022

REVIEWED AND APPROVED BY:

Joseph Snowden
07/13/2022 11:26 AM
joseph.snowden@cityofmobile.org

Joseph Snowden
07/13/2022 11:27 AM
joseph.snowden@cityofmobile.org

Joseph Snowden
07/13/2022 11:27 AM
joseph.snowden@cityofmobile.org

Celia Sapp
07/20/2022 03:46 PM
sappc@cityofmobile.org

Cherlina Monteiro
07/21/2022 10:41 AM
cherlina@cityofmobile.org

Ricardo Woods
08/08/2022 02:35 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED

DocuSign Envelope ID: 88BA57E9-2BFD-4C3F-B388-9F678022CA03

AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of November 2, 2021
BETWEEN:

Republic Parking System , LLC
300 Dauphin Street
Mobile, AL 36602

("Republic")

AND:

City of Mobile
201 South Water St.
Mobile, AL 36602

(the "City")

WHEREAS:

A. Republic and the City entered into a management agreement (the "Agreement") effective **October 23, 2018,** regarding the operation and management of a parking program including metered, time, paid or permitted parking on the City right of way or on property owned by the City in and around its Central Business District;

B. The Term of the Management Agreement is to expire **October 31, 2021**;

C. The parties have agreed to amend the Management Agreement as set out herein, with such amendments to be made effective as of and from **November 1, 2021**, and hereby ratify and affirm those amendments.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Management Agreement.

2. The City has exercised its option to extend the term of the Management Agreement noted in Section 2.2 of the Agreement. The Agreement was extended for an additional period of **24** months effective **November 1, 2021** and the Term shall accordingly expire on **October 31, 2023** (unless earlier terminated or extended in accordance with the terms of the Management Agreement).

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3. The Agreement is hereby amended by inserting the following provision as a new **Section 15.5** of the Agreement

During the initial term of this Agreement, the City paid Republic a vehicle usage fee for use of vehicles for the purpose of vehicle enforcement at the property in the amount of $55,264.35, which compensates Republic in full for the cost of all vehicles used to provide service under this Agreement, including the initial and all renewal terms. No vehicle usage fees are due to Republic during any renewal terms.

At all times Republic maintains title to the vehicles, insures the vehicles, and maintains ownership and possession of the vehicles at the end of the contract period, including any renewal periods.

The Agreement is hereby amended by inserting the following provision as a new Section 7.6 of the Agreement:

7.6 Republic will manage the area known as RV City, as depicted in Exhibit 1 attached hereto and incorporated herein, for an annual fee of $600. Fees collected at RV City are Gross Revenues, deposited and distributed to the City in the same manner as other Gross Revenues collected on behalf of the City under this Management Agreement.

4. **Section 16.1** of the Agreement referring to the Notice Address of Republic shall be amended and updated as follows:

If to Republic:
Republic Parking System
Attn: Legal Department
78 SW 7th Street
5th Floor
Miami, FL 33130

WITH A COPY TO:
legalnotices@reeftechnology.com

realestate.notices@reeftechnology.com

5. This Amendment shall be read with and form a part of the Management Agreement. Apart from the foregoing, all other terms and conditions of the Management Agreement remain unchanged.

DocuSign Envelope ID: 88BA57E9-2BFD-4C3F-B388-9F678022CA03

6. Republic agrees that it will not discriminate against anyone whomsoever because of race, religion, color, sex, national origin, disability or age.

IN WITNESS OF THE ABOVE, the parties have executed this Amendment by their duly authorized representatives.

Republic Parking System , LLC

DocuSigned by:
Leonard Carder
ACD94E55AB4345F...

By: Leonard Carder

Title: President Real Esta

City of Mobile

William S. Stimpson
2022.08.09 09:15:17
-05'00'

08/09/2022

By: William S. Stimpson Date

Title: Mayor

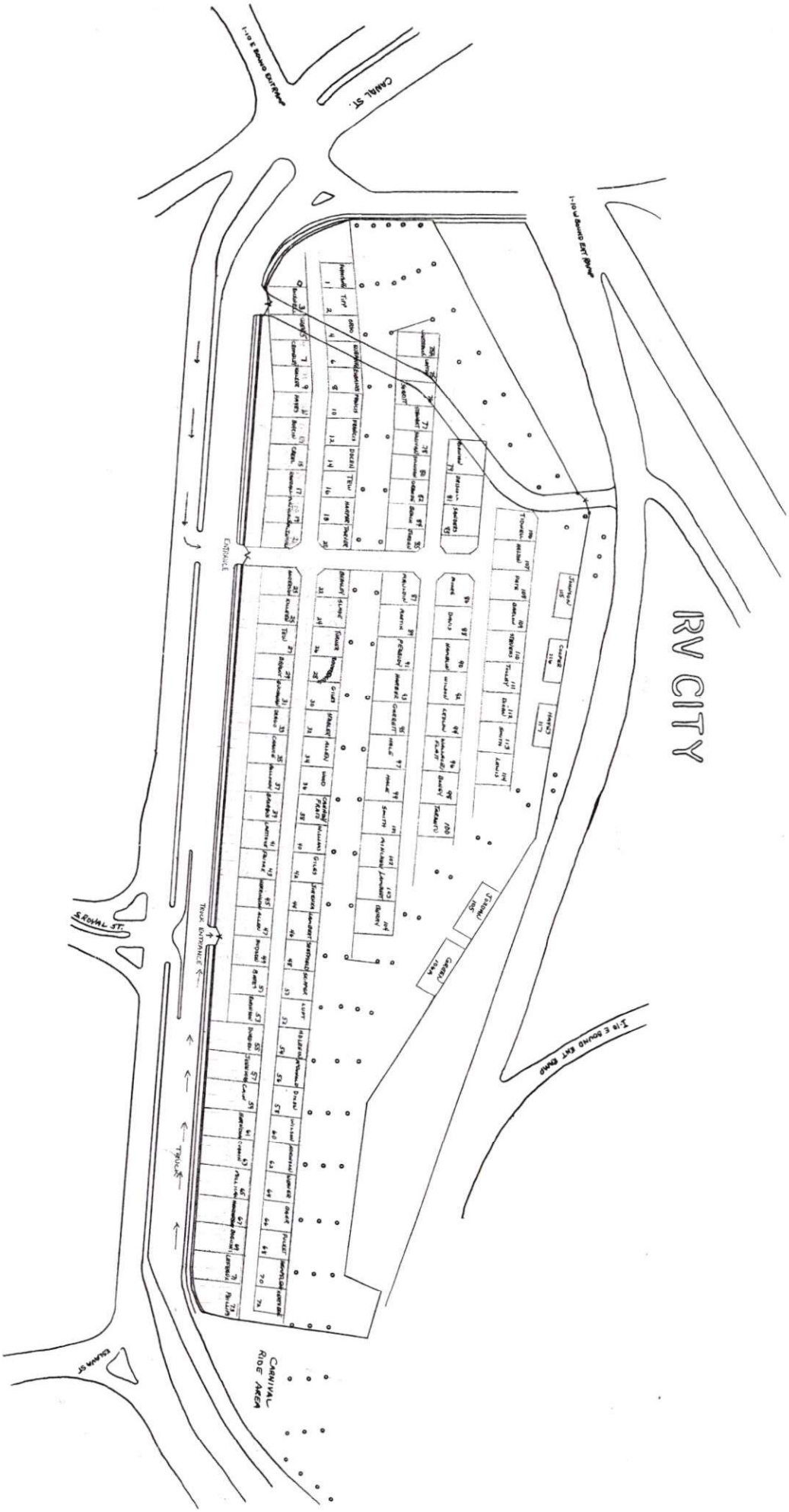
Attest

08/09/2022

City Clerk Date

DocuSign Envelope ID: 88BA57E9-2BFD-4C3F-B388-9F678022CA03

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/21/2021

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
Marsh USA, Inc.
3031 N. Rocky Point Drive West, Suite 700
Tampa, FL 33607

CN129383541-Globa-GAWU-21-22

CONTACT NAME: Kris Good
PHONE (A/C, No, Ext): 954-838-3400 **FAX (A/C, No):**
E-MAIL ADDRESS: kristofer.good@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Co	10120
INSURER B : ACE Property & Casualty Insurance Company	20699
INSURER C : Everest Premier Insurance Company	N/A
INSURER D : Beazley Insurance Company, Inc.	37540
INSURER E : N/A	N/A
INSURER F :	

INSURED
Republic Parking System, LLC
633 Chestnut Street Suite 2000
Chattanooga, TN 37450

COVERAGES **CERTIFICATE NUMBER:** ATL-005272109-06 **REVISION NUMBER:** 0

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	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X SIR $250,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RM3GL00010-211	09/29/2021	09/29/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG GEN AGG PER LOC LIMIT	$ $ $ $ $ $ $	2,000,000 1,000,000 N/A 1,000,000 4,000,000 4,000,000 20,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			RM3CA00012-211 (AOS) RM3CA00011-211 (MA)	09/29/2021 09/29/2021	09/29/2022 09/29/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED X RETENTION $ 25,000			XEUG72543117001	09/29/2021	09/29/2022	EACH OCCURRENCE AGGREGATE	$ $	10,000,000 10,000,000
C A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		RM3WC00009-211 (AOS) RM3WC00008-211 (FL) RM3WC00007-211 (Retro)	09/29/2021 09/29/2021 09/29/2021	09/29/2022 09/29/2022 09/29/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
D	Crime			V1FFC1200401	01/01/2022	01/01/2023	Limit		5,000,000

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

Re: RE:066/61, 066/62, 066/63, 066/64, 066/65

Certificate Holder is included as Additional Insured where required by written contract with respect to General Liability.

Waiver of Subrogation is applicable where required by written contract and subject to policy terms and conditions with respect to General Liability.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
205 Government Street, Mobile, AL 36644
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA, Inc.	Republic Parking System, LLC 633 Chestnut Street Suite 2000 Chattanooga,TN 37450
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

Auto Physical Damage and Garagekeepers (AOS) -
Everest National Indemnity Company
09/29/2021 -09/29/2022
RM3CA00010-211
ACV or Cost to repair,whichever is less

Garage Keepers Legal Liability
$1,000,000 Per Location
$150,000 SIR Per Unit

Auto Physical Damage and Garagekeepers (MA) -
Everest National Indemnity Company
09/29/2021 -09/29/2022
RM3CA00009-211
ACV or Cost to repair, whichever is less

Garage Keepers Legal Liability
$1,000,000 Per Location
$150,000 SIR Per Unit

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PARKING MANAGEMENT AGREEMENT

This AGREEMENT is dated as of Oct. 23, 2018 by **Republic Parking System, LLC** ("Republic"), and **City of Mobile** (the "City").

WHEREAS, the City has a parking program consisting of on-street parking spaces and off-street parking facilities in downtown Mobile (the "Parking Program");

WHEREAS, Republic provides professional parking management services to municipalities;

AND WHEREAS, the City desires to engage Republic to manage the Parking Program and Republic desires to manage the Parking Program;

NOW, THEREFORE, the City and Republic agree as follows:

1 Engagement

1.1 The City hereby engages Republic to operate and manage the Parking Program in accordance with the terms and conditions of this Agreement and the specifications of the City respecting operation of the Parking Program, as communicated to Republic from time to time, including (without limitation), labor schedules, parking rates and times, technology, permit programs, space utilization, enforcement, special conditions for parkers and parking arrangements for the tenants or employees of the City. Republic is expected and required to instill and maintain a strong focus on customer service in all of its employees, demonstrate expertise and professionalism in parking management and enforcement, and provide a stable, well-trained workforce to the provide an efficient and effective Parking Program. Republic's operation of the program will be consistent with the City's Request for Qualifications (RFQ 2018-004), and Republic's representations in its responses to RFQ 2018-004, which are hereby incorporated by reference.

1.2 The "Parking Program" to be managed by Republic will consist of metered, timed, paid, or permitted parking spaces and facilities on the City right of way or on property owned by the City in Mobile's Central Business District or immediately proximate to that location. These include all currently metered, timed, paid, or permitted parking spaces, and may include additional spaces as directed by the City in coordination with Republic.

1.3 The reservation by the City of any rights granted by this Agreement, or the exercise by the City or by any party authorized by law of a right to inspect goods provided or services performed by Republic, shall in no case be construed or considered as controlling or attempting to control the performance of the work of Republic. Except as may otherwise be agreed between the City and Republic in writing, any such rights of approval over the general methods employed by Republic shall be limited to those matters affecting the maintenance of good public

relations and the safety of the City's personnel and facilities. In all cases, Republic's status shall remain that of an independent contractor, and nothing in this Agreement will be construed to create a fiduciary relationship, partnership or joint venture between the parties, nor to limit, in any manner, either party in the carrying out of its own business or activities.

2 Term and Termination

2.1 The term of this Agreement will be for **three years,** from **December 1, 2018,** (the "Commencement Date") until **November 31, 2021**, unless terminated earlier as may be permitted in this Agreement. The initial term and any extension or renewal thereof is collectively called the "Term". Each twelve (12) consecutive month period beginning on the first day of **December** and continuing through the last day of the following **November** during the Term of this Agreement will be referred to as an "Operating Year."

2.2 At the conclusion of the initial three year Term of this Agreement, the City shall have the option to extend the Agreement for an additional Two year period (the "Extension Period").

2.3 Either party will have the right to terminate this Agreement if the other party is in breach of a material term or condition of this Agreement and fails to cure the breach within **thirty (30)** days, or such additional time as is reasonably necessary, of its receipt of written notice from the innocent party specifying the nature of the breach. Upon such termination, neither party will have any responsibility to the other except for any provision of this Agreement which expressly survives termination, and except for all amounts accruing due and payable between the parties as of the effective termination date, which shall be paid within thirty (30) days.

2.4 The City will have the right to terminate this Agreement at any time, with or without cause, upon not less than **ninety (90)** days prior written notice to Republic, subject to the terms and conditions herein.

2.5 Upon termination of Republic's service for any reason, including expiration of this Agreement, Republic, and all persons holding or claiming under Republic, shall surrender possession of the parking facilities, or any related facility or lot, to the City, maintained as provided for in this Agreement. Upon such termination, Republic shall have the right to remove from the City's facilities all personal property, tools, machinery, and trade fixtures and equipment owned by Republic at its own expense, provided, however, that Republic shall repair any damage to the City's property caused by the removal of such property. If a facility is not surrendered as provided above, Republic shall pay the City all amounts of damage incurred by the removal of Republic's property.

3 Management Fee

3.1 In this Agreement:

(a) "Balance of Revenue" means Gross Revenue minus Operating Expenses;

(b) "Gross Revenue" means all revenue, whether hourly, daily or monthly, collected by the City or Republic from parking program customers in connection with the operation of the Parking Program, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees. The City will promptly and accurately report to Republic all Gross Revenue collected directly by the City;

(c) "Meter Revenue" means annual revenues derived from the Program parking meters, including payments received from mobile phone applications, but not to include pass-through charges directly from customers to third-party vendors such as credit card or software transaction fees;

(d) "Net Meter Revenue" means Meter Revenue minus Operating Expenses;

(e) "Operating Expenses" means those expenses, including Taxes thereon, attributable to operation of the Parking Program including, but not limited to, those expenses set out in **Exhibit A** attached and incorporated into this Agreement, but excluding the Base Management Fee. Operating Expenses are those expenses included in the approved Operating Budget or otherwise specifically approved by the City. Certain costs, as set forth on Exhibit B, are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and will be borne directly by the City;

(d) "Taxes" means all transaction value, sales and any other taxes, rates, charges or assessments levied, rated, charged or assessed or required to be collected or paid (or both collected and paid) in the operation of the Parking Program, but excludes taxes on income, real property and capital; and,

e) "Operating Budget" - Not less than one hundred twenty (120) days prior to each applicable Fiscal Year, Republic shall prepare and cause to be delivered to the City for its review and consideration a written draft operating budget in connection with the operation of the Parking Program, which draft operating budget shall contain an estimate for each such Fiscal Year on a monthly basis of gross revenues, operating expenses (including estimated City expenses) and capital expenditures.

Upon review of the draft operating budget prepared by the Republic and such other reviews and considerations as the City determines are reasonable and necessary, the City shall adopt an operating budget for the Parking Facilities and shall, at least thirty (30) days prior to the start of the Fiscal Year, cause the operating budget to be delivered to the Republic.

Republic shall operate within the approved operating budget and shall not exceed the total approved expenses without prior authorization from the City. Republic shall include in its monthly statements delivered pursuant to Section 3.4 a

comparison of actual operating figures with budget operation figures as set for in the operating budget.

For the initial fiscal year, the Operating Budget will be as agreed upon in Schedule C, in consideration of the planned Equipment List in Schedule C and Amortization Schedule in Schedule D.

3.2 As compensation for the services rendered by Republic, the City will pay Republic:

(a) a base monthly management fee of **$2,166** (the "Base Management Fee"); plus

(b) an annual incentive fee (the "Incentive Fee") equal to **8.5%** of the amount by which the Operating Year Net Meter Revenue exceeds $240,000.00. The Incentive Fee shall be calculated and paid within thirty (30) days of the conclusion of each Operating Year during the Term of this Agreement, and any extension thereof.

(c) The Management Fee is to be increased to $2,250 per month on the 4th and 5th year of the agreement.

3.3 For the period beginning at contract execution through September 30, 2019, Republic will deposit the Gross Revenue daily into its bank account and deduct the Management Fee and Operating Expenses from the operation of the Parking Program. On or before the twentieth calendar day of each month, Republic will give the City a statement for the preceding calendar month setting out a summary of revenues by source, the Management Fee, and Operating Expenses for such month, together with:

(a) A check (or other agreed upon payment form) for the Balance of Revenue; or

(b) An invoice for any deficiency. The City will pay such deficiency within thirty calendar days after receipt of Republic's invoice.

3.4 Beginning on and after October 1, 2019, instead of the cash handling defined in paragraph 3.3 above, and if so requested by the City, the following cash handling procedures will apply.

(a) Republic shall transfer to the City all revenue received from its management and operation of City parking lots, public streets and applicable meters and any revenue generated from citations or penalties related to violation of parking regulations or ordinances, and any other revenue related to City parking facilities. This revenue shall be deposited into a bank account owned and managed by the City. The City shall be responsible for providing and using its own Merchant Identification Number in connection with all debit card and credit card transactions.

(b) The City shall pay Republic the Management Fee and reimburse Operating Expenses monthly upon receipt and approval of a detailed revenue and expense statement as required by the RFQ/RFP and this Contract. The City will make payments within 30 days of the date of receipt of an accurate and properly submitted invoice.

3.4 Republic will collect applicable Taxes, if any, paid by customers of the Parking Program, and remit them to the taxing authority as required by law.

3.5 If this Agreement commences on any date other than the first of the month, then the parties will adjust all revenues, expenses, deposits and accounts receivable as of midnight the evening before the Commencement Date.

4 Staff

4.1 Republic will employ or retain the services of all personnel necessary to operate the Parking Program in accordance with the terms of this Agreement and the requirements of the City and will provide, at no additional cost to the City, all necessary executive and supervisory personnel who are not stationed at the Parking Program but are required for the proper management of the Parking Program. Republic shall be solely responsible for the hiring, direction, discipline, promotion and discharge of its employees. All Parking Program personnel will wear neat and clean uniforms.

4.2 The City may require Republic to increase or decrease the number of persons employed at, or in respect of, the Parking Program. The City will have the right, acting reasonably, to require the removal from the Parking Program of any employee whose conduct, background, experience, appearance, or demeanor is not reasonably satisfactory to the City.

4.3 Republic will maintain and provide the City with a list of all key personnel involved with the project, and will provide the City with timely written notice of any changes in key personnel.

5 Complaints

5.1 Republic agrees to receive, handle and record in an accessible, prompt and courteous manner all complaints received from patrons of the Parking Program. Republic will provide a written monthly report to the City of the complainant's name and contact information, date, time, location, nature, and resolution of complaints received related to complaints from the previous month.

6 Compliance With Laws

6.1 Republic will comply with all federal, state and municipal laws, ordinances and regulations pertaining to its operations at the Parking Program including, without limitation, laws relating to equal opportunity employment and federal, state and

municipal tax withholding laws. Any reasonable expense incurred by Republic by reason of this section will be included as an Operating Expense.

6.2 Republic agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

6.3 Republic 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.

7 Maintenance and Facilities

7.1 Republic is responsible for the acquisition and maintenance of the real property space from which to operate the Parking Program at Republic's expense for rent and utilities.

7.2 Republic will maintain all on-street parking equipment, meters, and signage in accordance with the requirements of Exhibits A and B.

7.3 The City does not initially intend that Republic will manage City off-street parking garage facilities. The City does expect that Republic will manage some off-street City parking lots at some future time, and addition of any off street parking management as part of the Parking Program will occur only after mutual agreement on amendment to the Parking Program budget. This agreement does not guarantee that City will include in the Parking Program any City parking facilities, including any facilities that the City may acquire or put under professional management during the term of this contract.

7.4 Republic will maintain the Parking Program parking equipment and signage in working order, including but not limited to parking meters, enforcement equipment and revenue control system. Republic will consult with the City to develop a mutually agreeable written schedule of additional routine maintenance obligations for the Parking Program. The City acknowledges and agrees that periodic minor repairs made by Republic as a customer service gesture shall not be construed as modifying its agreed schedule of maintenance obligations. The parties further agree that Republic shall not be responsible for capital or structural repairs or replacements pursuant to this Agreement, and shall not assume the role of general contractor on behalf of the City unless otherwise expressly agreed in

writing. Republic shall conduct its repair and maintenance activities in a timely and economical manner.

7.5 Republic will maintain the Parking Program in a clean, neat and orderly condition, free of dirt, garbage and other refuse. The City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Program parking spaces in accordance with applicable municipal bylaws, if any. The City will also be responsible for all Parking Program repairs of a capital or structural nature, including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Program, sinkholes, and repair or maintenance of fire and ventilation systems and elevators. Any structural, mechanical, electrical or other installations or any alterations required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements will be the sole responsibility of the City. It is agreed that any Claims (defined below) resulting from design or structural faults or defects shall be the responsibility of the City.

8 Controls for Deposits and Disbursements

8.1 Republic will maintain a system of internal controls covering income and expenses. All records pertaining to Gross Revenue including, without limitation, parking tickets, monthly parking records, coupon and validation stamp sales and redemption records, cash register tapes, cashier reports, daily reports and deposit slips, as well as all records pertaining to disbursements, will be available for examination and audit to the City and its authorized representatives upon five (5) days written notice by the City to Republic.

9 Insurance

9.1 Republic will obtain and maintain the following types of insurance in not less than the indicated amounts with companies authorized to do business in the state of Alabama:

(a) worker's compensation insurance in statutory limits;

(b) commercial general liability insurance for bodily injury and property damage in the amount of $2,000,000 per occurrence and naming the City as an additional insured with respect to liability arising out of the operations of Republic; and

(c) employee dishonesty insurance on all of its employees in an amount of not less than $50,000 per occurrence.

9.2 Republic will furnish to the City certificates evidencing the foregoing insurance, upon request, and such certificates will contain an endorsement providing that the insurer shall provide thirty (30) days' notice to the certificate holder in the event of cancellation but that any failure to do so shall impose no obligation on

Republic or its agents or representatives. Premiums with respect to the policies which Republic must obtain and any deductibles thereunder will be paid by Republic and will constitute Operating Expenses. Any losses not covered by the foregoing insurance will constitute expenses of the City.

10 Indemnities

10.1 Except with respect to items designated as Operating Expenses in this Agreement, Republic will, at its own cost and expense, defend, indemnify and hold the City harmless from and against any and all claims, actions, liabilities, losses, costs and expenses, including reasonable legal fees and disbursements (individually and collectively, "Claims") suffered by the City by reason of claims of third parties and attributable to the negligence or willful misconduct of Republic or any of its employees or agents, including, without limitation, claims arising from property damage or injury or death to any person, except for and to the extent arising from the negligence or willful misconduct of the City and those for whom it is responsible at law.

11 Security

11.1 The City expressly acknowledges that Republic's obligations in connection with the management, operation and promotion of the Parking Program, and related employment of staff, do not include the provision of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the Parking Program and their respective personal property. Republic does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do Republic's employees undertake the obligation to guard or protect customers and their property against the intentional acts of third parties. The City will determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons and their personal property in and about the Parking Program.

11.2 Nothing in this Section shall be construed to derogate from Republic's responsibility to be attentive to activities within the Parking Program that are discernible to Republic's staff or from its responsibility to report any security matters that come to Republic's attention. If the City elects to retain the services of a security contractor, Republic shall communicate and coordinate with the contractor to facilitate an effective security presence in the Parking Program.

12 Waiver of Subrogation

12.1 Except as otherwise specifically provided in this Agreement, Republic and the City waive all rights of recovery against each other for loss or damage arising from any cause insured against by their respective policies of insurance up to the stated limits of those policies, save and except for any deductible amount.

13 Assignment

13.1 This Agreement may not be assigned by Republic without the prior written consent of the City, which consent will be reasonably granted or withheld at the City's sole discretion, except that Republic shall not be required to seek consent where Republic's parent entity owns (directly or indirectly) at least a 50% interest in the assignee.

14 Permits and Licenses

14.1 The City agrees that the Parking Program may be used as a commercial parking Program. Republic will apply for and secure, in its own name, all municipal permits and licenses required for the Parking Program and carry out the responsibility under all such permits and licenses to the public and to the agencies having jurisdiction. Any expenses incurred by Republic in discharging its responsibilities under this Section will be Operating Expenses.

15 Equipment

15.1 The City acknowledges that Republic will, at its own expense, install at the Parking Program the new parking equipment and/or signage described on Schedule "D" (collectively, including Taxes and installation charges, the "Equipment").

15.2 The City shall reimburse Republic for the cost of the Equipment, which shall be amortized over a 36-month period, commencing as of the installation of the Equipment (or such other date as the parties may mutually agree), at an interest rate of **6.75%** per annum. The expected amortization schedule is attached to this Agreement as Schedule "E". The City hereby authorizes Republic to deduct the monthly amortization amount as an Operating Expense. The City reserves the right to prepay any or all of the outstanding equipment cost without penalty. City prepayment will result in recalculation of the amortization schedule to reflect the City's outstanding balance owed and term remaining.

15.3 The Equipment will remain the property of Republic until the City has paid to Republic the full cost of the Equipment plus interest, if any. Republic, on the City's behalf, will purchase personal property insurance to cover the Equipment naming Republic as the initial loss payee on such policy. The cost of the insurance will be an Operating Expense.

15.4 The City will pay to Republic the remaining unamortized cost of the Equipment:

(a) upon the termination of this Agreement for any reason prior to payment in full of the Equipment, plus interest, if any; or

(b) at any time during the Term at the City's sole discretion,

and in any such event, upon payment by the City, Republic will deliver to the City a bill of sale transferring the Equipment to the City upon request.

16 Notices

16.1 Any notice, approval or other communication required under this Agreement will be deemed given if sent by courier or mail, with confirmation of receipt by signature, to the address set forth below or to such other address as was last designated by a written notice of the other party:

If to the City:
City Attorney
City of Mobile
PO Box 1827
Mobile, Alabama 36633-1827

If to Republic:
Ty Stafford, CEO
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

With a copy to:
General Counsel, Republic
300-601 W. Cordova Street, Vancouver, British Columbia V6B 1G1

19 Modification

19.1 This Agreement constitutes the entire agreement between the parties, and it may not be amended or modified except in a written document signed by each party.

20 Severability

20.1 If, for any reason, any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

21 Benefits and Burdens

21.1 The terms and conditions of this Agreement will be binding upon and will inure to the benefit of the City, Republic and their respective successors and assigns. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third Party beneficiary rights) with respect to or in connection with any agreement or provision

contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24 Survival

24.1 The indemnities set out in this Agreement, and the financial obligations of the parties to each other accruing up to the effective date of termination, shall survive the expiry or earlier termination of this Agreement.

25 Governing Law

25.1 This Agreement will be governed by and construed in accordance with the laws of the state of Alabama, and venue for any civil litigation between the parties hereto shall be in the Circuit or District Court of Mobile County, Alabama.

01-717

2018

RESOLUTION

Sponsored by: Mayor Stimpson, Council Vice President Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Management Services Agreement, by and between the City of Mobile and REPUBLIC PARKING SYSTEM, LLC, in the amount of approximately $77,976 plus expenses and incentive fees, for operation and management of on street and other City-controlled parking downtown, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted: 10-23-18

City Clerk

26 Signatures

IN WITNESS WHEREOF, the City and Republic have caused this Agreement to be executed as of the date first set forth above.

Republic Parking System, LLC

Allan Villegas — 10.19.18

Title: CFO — Date

City of Mobile

10-29-18

By Its Mayor: — Date

Gina Merchant

Attest, City Clerk - asst

EXHIBIT A

LIST OF OPERATING EXPENSES

(i) Wages of supervisory personnel assigned to the Parking Program, attendants, cashiers, clerical and audit staff including Payroll Overhead. Payroll Overhead shall include applicable payroll taxes, worker's compensation, unemployment insurance, social security, health and life insurance, 401(k) matches, and administration of these programs, and shall be charged out as a single Operating Expense at a rate of 28% of total payroll

(ii) Repair and maintenance of the equipment

(iii) Ticket supply, cards and decals

(iv) Power and hand sweeping and cleaning, and line painting as required

(v) Insurance costs, including premiums and loss control measures, and the cost of any claims, including deductible or reimbursement clause amounts and including settlements, judgments, court appearances and reasonable legal fees and related costs and disbursements

(vi) Postage, noticing and invoicing

(vii) Telephone

(viii) Uniforms

(ix) Payroll processing

(x) Accounting, including costs of audits, if applicable

(xi) Vehicle and equipment expenses, including applicable equipment licenses and fees

(xii) Bank and credit card processing charges and chargebacks

(xiii) Employee costs including background checks

(xiv) Miscellaneous or indirect expenses

(xv) Office rental and utilities

EXHIBIT B

EXPENSES TO BE DIRECTLY PAID BY CITY

(i) Elevator and plant equipment service and maintenance contracts, if applicable

(ii) Utilities charges, except for any space leased directly by Republic

(iii) Real and personal property taxes of the Parking Program, and any other taxes, rates, charges, or assessments levied, rated, charged, or assessed against the Parking Program, the operation thereof, the Business of parking motor vehicles in the Parking Program, and the Management Fee, including, without limitation, any tax directed, directly or indirectly, at the parking of motor vehicles. This would not include any real

(iv) Cost of premiums for fire and extended coverage insurance for City owned off-street parking facilities.

(v) Capital expenditures, improvements, alterations, additions and all costs associated with structural repairs and improvements made to the Parking Program for City owned off-street parking facilities.

EXHIBIT C INITIAL ANNUAL BUDGET (does not include Capital Amortization)

City of Mobile
Operating Expense Budget
November 2018 - October 2019

On-Street Program Summary

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
						New Meters, Pay by Phone and LPR Technology in Place							
Revenue													
Meter - Coin	$ 38,000	$ 38,000	$ 36,000	$ 35,000	$ 40,000	$ 41,000	$ 42,000	$ 45,000	$ 49,000	$ 45,000	$ 40,000	$ 43,000	$ 494,000
Meter - Credit	$ -	$ -	$ 4,200	$ 5,600	$ 6,000	$ 6,600	$ 6,900	$ 7,500	$ 8,500	$ 8,500	$ 9,500	$ 10,500	$ 73,800
Meter Pay by Cell	$ -	$ -	$ 500	$ 650	$ 800	$ 950	$ 1,100	$ 1,200	$ 1,400	$ 1,600	$ 1,600	$ 1,600	$ 11,400
Citations	$ 12,000	$ 16,000	$ 18,000	$ 18,000	$ 21,000	$ 20,000	$ 22,000	$ 22,000	$ 24,000	$ 22,000	$ 20,000	$ 22,000	$ 237,000
Meter Bagging	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 50,500**	**$ 54,500**	**$ 59,200**	**$ 59,750**	**$ 68,300**	**$ 69,050**	**$ 72,500**	**$ 77,200**	**$ 83,400**	**$ 78,600**	**$ 71,600**	**$ 77,600**	**$ 822,200**
Operating Expenses													
Payroll													
Management	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 5,710	$ 68,520
Administration	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 49,674
Enforcement	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 2,774	$ 33,288
Meter Technician	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 49,200
	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 26,400
Total Payroll	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 14,784	$ 177,408
Payroll On-	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 4,140	$ 49,674
Hiring & Recruiting	$ 525	$ 525	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,625
Training	$ 900	$ 900	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,400
Uniforms	$ 900	$ 900	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 2,000
Liability Insurance	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 1,232	$ 14,784
Vehicle Insurance	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 7,404
Vehicle Repairs	$ -	$ -	$ -	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,800
Meter Data Fees	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 25,000
Meter Sensor Fees	$ -	$ -	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 12,000
Credit Card Fees - Meters	$ -	$ -	$ 168	$ 224	$ 240	$ 264	$ 276	$ 300	$ 340	$ 340	$ 360	$ 420	$ 2,932
Marketing & Promotion	$ 900	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 1,725
Cell Phone	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 450	$ 5,400
Internet	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 225	$ 2,700
Fuel	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Repairs & Maintenance	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Signage Repairs	$ 2,500	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 3,050
Tools	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Enforcement Software License	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 22,500
LPR System License	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 9,750
Smart Parking Dashboard	$ -	$ -	$ -	$ 6,000	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 23,800
Payroll Processing	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Postage	$ 300	$ 400	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Mailing	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 9,000
RO Acquisition	$ 500	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,600
Office Expense	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 30,000
Total Operating Expenses	**$ 34,810**	**$ 29,410**	**$ 33,278**	**$ 39,534**	**$ 35,700**	**$ 36,224**	**$ 35,736**	**$ 35,760**	**$ 35,800**	**$ 35,800**	**$ 35,840**	**$ 35,880**	**$ 423,772**
Base Management Fee	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 2,167	$ 26,004
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 2,167**	**$ 26,000**
Net Operating Surplus	**$ 13,523**	**$ 22,923**	**$ 23,755**	**$ 18,049**	**$ 30,433**	**$ 30,659**	**$ 34,597**	**$ 39,273**	**$ 45,433**	**$ 40,633**	**$ 33,593**	**$ 39,553**	**$ 372,428**

City of Mobile
Operating Expense Budget
November 2018 - October 2019

Meter Program

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Revenue						*New Meters, Pay by Phone and LPR Technology in Place*							
Meter - Coin	$ 38,000	$ 38,000	$ 36,000	$ 35,000	$ 40,000	$ 41,000	$ 42,000	$ 46,000	$ 49,000	$ 46,000	$ 40,000	$ 43,000	$ 494,000
Meter - Credit	$ -	$ -	$ 4,200	$ 5,600	$ 6,000	$ 6,600	$ 6,900	$ 7,500	$ 8,500	$ 8,500	$ 9,500	$ 10,500	$ 73,800
Meter - Pay by Cell	$ -	$ -	$ 500	$ 650	$ 800	$ 950	$ 1,100	$ 1,200	$ 1,400	$ 1,600	$ 1,600	$ 1,600	$ 11,400
Citations	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Bagging	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 500	$ 6,000
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 38,500**	**$ 38,500**	**$ 41,200**	**$ 41,750**	**$ 47,300**	**$ 49,050**	**$ 50,500**	**$ 55,200**	**$ 59,400**	**$ 56,600**	**$ 51,600**	**$ 55,600**	**$ 585,200**
Operating Expenses													
Payroll													
Management	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 34,260
Administration	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 16,644
Enforcement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Technician	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 26,400
Total Payroll	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 6,442	$ 77,304
Payroll OH	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 1,804	$ 21,645
Hiring & Recruiting	$ 350	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 900
Training	$ 250	$ -	$ -	$ -	$ -	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Uniforms	$ 450	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 1,000
Liability Insurance	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 7,392
Vehicle Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Vehicle Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Data Fees	$ -	$ -	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 25,000
Meter Sensor Fees	$ -	$ -	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 1,200	$ 12,000
Credit Card Fees - Meters	$ -	$ -	$ 168	$ 224	$ 240	$ 264	$ 276	$ 300	$ 340	$ 340	$ 380	$ 420	$ 2,952
Marketing & Promotion	$ 900	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 1,725
Cell Phone	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 1,800
Internet	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 75	$ 900
Fuel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Signage Repairs	$ 2,500	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 3,050
Tools	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Enforcement Software License	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LPR System License	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Smart Parking Dashboard	$ -	$ -	$ -	$ 6,000	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 2,150	$ 23,200
Payroll Processing	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 1,500
Postage	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,200
Noticing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
RO Acquistion	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Expense	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000
Total Operating Expenses	**$ 15,512**	**$ 11,287**	**$ 15,155**	**$ 21,211**	**$ 17,377**	**$ 17,651**	**$ 17,413**	**$ 17,437**	**$ 17,477**	**$ 17,477**	**$ 17,517**	**$ 17,557**	**$ 203,068**
Base Management Fee	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 12,000
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 1,000**	**$ 12,000**
Net Operating Surplus	**$ 21,988**	**$ 26,213**	**$ 25,045**	**$ 19,539**	**$ 28,923**	**$ 30,399**	**$ 32,087**	**$ 36,763**	**$ 40,923**	**$ 38,123**	**$ 33,083**	**$ 37,043**	**$ 370,132**

City of Mobile
Operating Expense Budget
November 2018 - October 2019

Enforcement

REPUBLIC PARKING
an impark company

	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Annual Total
Revenue						*New Meters, Pay by Phone and LPR Technology in Place*							
Meter - Coin	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter - Credit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter - Pay by Cell	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Citations	$ 12,000	$ 16,000	$ 18,000	$ 18,000	$ 21,000	$ 20,000	$ 22,000	$ 22,000	$ 24,000	$ 22,000	$ 20,000	$ 22,000	$ 237,000
Meter Bagging	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenue	**$ 12,000**	**$ 16,000**	**$ 18,000**	**$ 18,000**	**$ 21,000**	**$ 20,000**	**$ 22,000**	**$ 22,000**	**$ 24,000**	**$ 22,000**	**$ 20,000**	**$ 22,000**	**$ 237,000**
Operating Expenses													
Payroll													
Management	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 2,855	$ 34,260
Administration	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 1,387	$ 16,644
Enforcement	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 4,100	$ 49,200
Meter Technician	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Payroll	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 8,342	$ 100,104
Payroll OH	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 2,336	$ 28,029
Hiring & Recruiting	$ 175	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 725
Training	$ 250	$ -	$ -	$ -	$ -	$ 250	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Uniforms	$ 450	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 50	$ 1,000
Liability Insurance	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 616	$ 7,392
Vehicle Insurance	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 617	$ 7,404
Vehicle Repairs	$ -	$ -	$ -	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 1,800
Meter Data Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meter Sensor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Credit Card Fees - Meters	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Marketing & Promotion	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cell Phone	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Internet	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 150	$ 1,800
Fuel	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 300	$ 3,600
Repairs & Maintenance	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 250	$ 3,000
Signage Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tools	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Enforcement Software License	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 1,875	$ 22,500
LPR System License	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 813	$ 9,750
Smart Parking Dashboard	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Payroll Processing	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 125	$ 1,500
Postage	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 2,400
Noticing	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 9,000
RO Acquistion	$ 500	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 100	$ 1,600
Office Expense	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 1,250	$ 15,000
Total Operating Expenses	**$ 19,298**	**$ 18,123**	**$ 18,123**	**$ 18,323**	**$ 18,323**	**$ 18,573**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 18,323**	**$ 220,704**
Base Management Fee	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 1,167	$ 14,004
Incentive Management Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Management Fee	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 1,167**	**$ 14,004**
Net Operating Surplus	**$ (8,465)**	**$ (3,290)**	**$ (1,290)**	**$ (1,490)**	**$ 1,510**	**$ 260**	**$ 2,510**	**$ 2,510**	**$ 4,510**	**$ 2,510**	**$ 510**	**$ 2,510**	**$ 2,292**

EXHIBIT D

CAPITAL EQUIPMENT LIST & ESTIMATED PRICING

Liberty Meter System, w/Sensors (400 units)	$ 217,480
Freight & Handling (estimated)	$ 6,500
Meter Pole Installation (100 units & $220)	$ 22,000
Enforcement Vehicle - Prius	$ 26,457
Collection Vehicle - RAV4	$ 25,206
Coin Counting Equipment	$ 3,750
LPR System - Genetec	$ 47,500
Enhanced Street Signage (90 signs @ $125)	$ 11,250
Total	**$ 360,143**

Equipment detail on following pages.

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.
a CivicSmart Company

Prepared for:	Republic Parking for City of Mobile	**Ship-to Region:**	AL
Quote ID:	18 09 14 500b	**Due Date:**	09/17/2018
Sales Rep:	Jeff Rock	**Expiry Date:**	11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meters				
SSM - LNG	Liberty Next Gen (LNG) Single Space Parking Meter w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer and New Lexan Dome. Please specify Housing Model.	$ 275.00	400	$ 110,000.00
INSTALL - LNG	Field Installation of Liberty Meters	$ 25.00	400	$ 10,000.00
Subtotal				$ 120,000.00
2. Single Space Meter Parts				
58883	Spare Rechargeable Battery for Liberty Meter	$ 59.00	30	$ 1,770.00
8907-1	30-Bay Battery Charging Station	$ 1,581.00	1	$ 1,581.00
8880	Liberty Collection Card	$ 10.00	10	$ 100.00
8881	Liberty Technician Card	$ 10.00	10	$ 100.00
Subtotal				$ 3,551.00
3. Project Services				
PM - TRAIN	Training support and customer-specific meter and back office configuration (locations, numbering, hours, rates, screens, credit card process, cell service), systems testing and implementation. PEMS training session for project staff including maintenance, enforcement, finance and management.	$ 3,000.00	1	$ 3,000.00
Subtotal				$ 3,000.00
4. Vehicle Detection Sensors/Communications Gateways				
SENS-Sx	Si Vehicle Sensor (Subterranean mounted, integrated with LNG Single Space meters).	$ 125.00	400	$ 50,000.00
INSTALL - SEN	Field Installation of Sensor	$ 10.00	400	$ 4,000.00
GATEWAY	Communications Gateway for Sensors (also allows Mobile Payments to be displayed on LNG Mechs).	$ 400.00	16	$ 6,400.00
INSTALL - SSM	Field Installation of Gateway	$ 100.00	16	$ 1,600.00
Subtotal				$ 62,000.00
5. Freight				
FREGHT	Freight/Shipping to the City (actual shipping and handling to be added to the final invoice)	TBD	1	TBD
Subtotal				TBD
Grand Total:				$ 188,551.00

6. Monthly Fees				**Monthly Total**
SSM - CC - WIRE	Monthly communications fee and PEMS license - does not include Merchant Fees. Price is per meter per month.	$ 6.25	400	$ 2,500.00
SENS-Sx-WIRE	Monthly Wireless Fee for subterranean mounted Sx Vehicle Sensor. Price is per sensor per month.	$ 3.00	400	$ 1,200.00
GATEWAY-WL	Monthly Wireless Fee for Gateway (per gateway per month).	$ 6.00	16	$ 96.00
Subtotal: Monthly Fees				$ 3,796.00

7. Transaction Fees		
OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee) if using Heartland Payment Systems as the merchant processor. (If a different merchant processor is required, a gateway transaction fee of $0.06 will be charged per transaction but the per meter monthly communications fee and PEMS license fee [#6 above] will be reduced by $0.75 to $5.50)	$0.00 Per Credit Card Transaction
MOBILE FEE	Fee to display Mobile Payment on the meter (requires Communications Gateways listed with sensors)	$0.00 Per Mobile Payment

Continued on next page

Single-Space Meter LNG and Sensor Quote

Duncan Parking Technologies, Inc.
a CivicSmart Company

Prepared for:	Republic Parking for City of Mobile	**Ship-to Region:**	AL
Quote ID:	18 09 14 500b	**Due Date:**	09/17/2018
Sales Rep:	Jeff Rock	**Expiry Date:**	11/01/2018

Product ID	Description	Unit Price	Qty	Extended Price
8. Optional Meter Housing Parts				
63325	Lock Assembly, DE Door Lock (all will have the same new code assigned unless otherwise specified)	$ 19.03	400	$ 7,612.00
62058-4	DE VIP Door Lock Key (Code to match above Locks)	$ 16.50	5	$ 82.50
69208	Large Sealed Coin Box, DE (New Code to be assigned)	$ 49.62	400	$ 19,848.00
62000-S	Standard Collection Cart System (Code to match Coin Box)	$ 1,386.00	1	$ 1,386.00
Subtotal				$ 28,928.50
9. Optional Extended Meter Warranties				
LNG - EXT - WARRANTY (5)	Optional Five Year Extended Warranty for Liberty Next Gen (covers Years 2-5. Year 1 warranty included in purchase price).	$ 100.00	400	$ 40,000.00
BATT-WARR (5)	Optional Five Year Battery Warranty (includes rechargeable battery warranty for Years 2-5 provided they are handled in accordance with manufacturer instructions. Year 1 warranty included in purchase price.)	$ 40.00	400	$ 16,000.00
Subtotal				$ 113,857.00

10. Additional Requirements

Sales Tax, if applicable, has not been included.
Equipment is covered by a 1-year standard manufacturer's warranty.
Shipping Terms FOB Origin. Shipping and handling will be prepaid and added to the invoice.
Payment Terms: Net 30 Days.
Customer will be invoiced monthly in advance for recurring wireless service fees.
Lead-Time: 8-10 weeks after receipt of order and configuration information
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
Additional service and transaction processing costs apply from third parties, including: Credit card processing merchant fees. Customer is responsible for setting up credit card gateway compatible with credit card enabled meters. Contact your sales representative or project manager for additional details
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:
Duncan Parking Technologies, Inc.
Attn: Megan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature _____ Date _____

Print or Type Name _____ Print or Type Title _____

Email Address _____ Phone Number _____

Bill To Address: _____

Ship To Address: _____

Continued on next page

EXHIBIT E AMORTIZATION SCHEDULE

Loan Summary

Loan Amount:	$360,143.00	Number of Payments:	36
Annual Interest Rate:	6.7500%	Periodic Payment:	$11,079.05
Loan Date:	10/01/2018	1st Payment Due:	11/01/2018
Payment Frequency:	Monthly	Last Payment Due:	10/01/2021
Total Interest Due:	$38,702.85	Total All Payments:	$398,845.85

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	10/01/2018	0.00	0.00	0.00	360,143.00
1:1	11/01/2018	11,079.05	2,025.80	9,053.25	351,089.75
2:1	12/01/2018	11,079.05	1,974.88	9,104.17	341,985.58
	2018 Totals:	*22,158.10*	*4,000.68*	*18,157.42*	
	Running Totals:	*22,158.10*	*4,000.68*	*18,157.42*	
3:1	01/01/2019	11,079.05	1,923.67	9,155.38	332,830.20
4:1	02/01/2019	11,079.05	1,872.17	9,206.88	323,623.32
5:1	03/01/2019	11,079.05	1,820.38	9,258.67	314,364.65
6:1	04/01/2019	11,079.05	1,768.30	9,310.75	305,053.90
7:1	05/01/2019	11,079.05	1,715.93	9,363.12	295,690.78
8:1	06/01/2019	11,079.05	1,663.26	9,415.79	286,274.99
9:1	07/01/2019	11,079.05	1,610.30	9,468.75	276,806.24
10:1	08/01/2019	11,079.05	1,557.04	9,522.01	267,284.23
11:1	09/01/2019	11,079.05	1,503.47	9,575.58	257,708.65
12:1	10/01/2019	11,079.05	1,449.61	9,629.44	248,079.21
13:2	11/01/2019	11,079.05	1,395.45	9,683.60	238,395.61
14:2	12/01/2019	11,079.05	1,340.98	9,738.07	228,657.54
	2019 Totals:	*132,948.60*	*19,620.56*	*113,328.04*	
	Running Totals:	*155,106.70*	*23,621.24*	*131,485.46*	
15:2	01/01/2020	11,079.05	1,286.20	9,792.85	218,864.69
16:2	02/01/2020	11,079.05	1,231.11	9,847.94	209,016.75
17:2	03/01/2020	11,079.05	1,175.72	9,903.33	199,113.42
18:2	04/01/2020	11,079.05	1,120.01	9,959.04	189,154.38
19:2	05/01/2020	11,079.05	1,063.99	10,015.06	179,139.32
20:2	06/01/2020	11,079.05	1,007.66	10,071.39	169,067.93
21:2	07/01/2020	11,079.05	951.01	10,128.04	158,939.89
22:2	08/01/2020	11,079.05	894.04	10,185.01	148,754.88
23:2	09/01/2020	11,079.05	836.75	10,242.30	138,512.58
24:2	10/01/2020	11,079.05	779.13	10,299.92	128,212.66
25:3	11/01/2020	11,079.05	721.20	10,357.85	117,854.81
26:3	12/01/2020	11,079.05	662.93	10,416.12	107,438.69
	2020 Totals:	*132,948.60*	*11,729.75*	*121,218.85*	
	Running Totals:	*288,055.30*	*35,350.99*	*252,704.31*	
27:3	01/01/2021	11,079.05	604.34	10,474.71	96,963.98
28:3	02/01/2021	11,079.05	545.42	10,533.63	86,430.35
29:3	03/01/2021	11,079.05	486.17	10,592.88	75,837.47
30:3	04/01/2021	11,079.05	426.59	10,652.46	65,185.01
31:3	05/01/2021	11,079.05	366.67	10,712.38	54,472.63
32:3	06/01/2021	11,079.05	306.41	10,772.64	43,699.99
33:3	07/01/2021	11,079.05	245.81	10,833.24	32,866.75
34:3	08/01/2021	11,079.05	184.88	10,894.17	21,972.58
35:3	09/01/2021	11,079.05	123.60	10,955.45	11,017.13
36:3	10/01/2021	11,079.10	61.97	11,017.13	0.00
	2021 Totals:	*110,790.55*	*3,351.86*	*107,438.69*	
	Running Totals:	*398,845.85*	*38,702.85*	*360,143.00*	

Last payment increased by $0.05 due to rounding

Calculation method: Normal, 360 days per year

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2018

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:	
Willis of Illinois, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	State National Insurance Company Inc	12831
INSURER B:	Travelers Property Casualty Company of Ame	25674
INSURER C:	Liberty Mutual Insurance Company	23043
INSURER D:	National Union Fire Insurance Company of P	19445
INSURER E:		
INSURER F:		

INSURED
Republic Parking System, LLC
633 Chestnut Street, Suite 2000
Chattanooga, TN 37450

COVERAGES **CERTIFICATE NUMBER:** W8309760 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT X LOC OTHER:	Y	Y	RDN-10002-CGX	07/01/2018	07/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RDN-10003-CAY	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE X DED RETENTION $ 10,000			RDN-10005-UMX	07/01/2018	07/01/2019	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TC2JUB-2J703373-18	07/01/2018	07/01/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Automobile Liability (MA)			RDN-10004-CAX	07/01/2018	07/01/2019	Any Auto Limit:	$1,000,000

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

A.M. Best Ratings
State National Insurance Company: A
National Union Fire Insurance Company of Pittsburgh: A
Travelers Property Casualty Company of America: A++ (Superior)
Liberty Mutual Insurance Company: A
SEE ATTACHED

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Andrea Paris

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis of Illinois, Inc.	Republic Parking System, LLC 633 Chestnut Street, Suite 2000 Chattanooga, TN 37450
POLICY NUMBER See Page 1	
CARRIER: See Page 1 / NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is included as an Additional Insured as respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.
Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability when required by written contract, subject to policy terms & conditions, as pertains to the operations of the insured.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: TRJUB-2J703361-18 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability	E.L. Each Accident:	$1,000,000
	E.L. Disease Ea. Emp:	$1,000,000
	E.L. Disease Policy:	$1,000,000

INSURER AFFORDING COVERAGE: Liberty Mutual Insurance Company NAIC#: 23043
POLICY NUMBER: TL1-B71-171336-018 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Liability ($25,000,000 Xs $15,000,000)	Limit:	$25,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh NAIC#: 19445
POLICY NUMBER: 64682164 EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime - Employee Dishonesty Money & Securities	Broad Form	$5,000,000

INSURER AFFORDING COVERAGE: State National Insurance Company Inc NAIC#: 12831
POLICY NUMBER: RDN-10003-CAY EFF DATE: 07/01/2018 EXP DATE: 07/01/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Garage Keepers Legal Liability	Limit:	$1,000,000

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This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10002-CGX **Effective Date:** **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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its permission.

This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10003-CAY **Effective Date: 07/01/2018**

Insured: Imperial Parking (U.S.), LLC

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This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

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(If left blank, no notice will be sent.)

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B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10004-CAX

Effective Date: **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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its permission.

This Endorsement Changes the Policy. Please Read It Carefully.

NOTICE TO CERTIFICATE HOLDER OR DESIGNATED ENTITY
INDIVIDUAL

This endorsement modifies all coverage parts included in this policy.

SCHEDULE

PERSON OR ORGANIZATION: A 30 day notice of cancellation applies with a 10 day exception for non-payment, in favor of certificate holder when required by written contract, with respect to all policies and subject to the provisions and limitations of the policy

ADDRESS: To by provided by Insured

Number of Days Notice of Cancellation: 30 Days
(If left blank, no notice will be sent.)

Number of Days Notice of Nonrenewal: 30 Days
(If left blank, no notice will be sent.)

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the Scheduled person or organization at the address shown in the Schedule above. We will mail this notice at least the number of days shown in the Schedule above for cancellation. However, failure to send such notice or send it within the specified time period will not rescind the cancellation.

B. If we decide not to renew this policy for any statutorily permitted reason, we will mail notice of nonrenewal to the Scheduled person or organization at the address shown in the Schedule above. We will mail such notice at least the number of days shown in the Schedule above for nonrenewal. However, failure to send such notice or send it within the specified time period will not rescind the nonrenewal.

This endorsement forms a part of
Policy Number: RDN-10005-UMX **Effective Date:** **07/01/2018**

Insured: **Imperial Parking (U.S.), LLC**

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This Endorsement Changes the Policy. Please Read It Carefully.

COMMERCIAL GENERAL LIABILITY ENHANCEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

1. NON-OWNED WATERCRAFT

Under SECTION **I –COVERAGE A.**, paragraph **2, Exclusions**, item **(2) (a)** of the **Aircraft, Auto or Watercraft** exclusion is replaced by the following:

(2) A watercraft you do not own that is:
(a) Less than 75 feet long; and

This provision does not apply if the insured has any other insurance for "bodily injury" or "property damage" that would also apply to this extension of coverage, or would apply except for the exhaustion of its limits whether the other insurance is primary, excess, contingent or on any other basis.

2. PROPERTY DAMAGE COVERAGE EXTENSIONS

A. Under **SECTION I - COVERAGE A**, paragraph **2. Exclusions**, the **Damage To Property** exclusion is replaced by the following:

j. Damage To Property
"Property Damage" to
(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should reasonably have been known by you, at the time the property was transferred or abandoned;
(3) Property loaned to you;
(4) Personal property in the care, custody or control of the insured;
(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven 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.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

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Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy. This insurance is excess over any valid and collectible insurance available to any insured whether primary, excess or contingent.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. The following is added to the **Damage to Your Product** exclusion:

This exclusion does not apply to "property damage" to "your product" while on, being moved onto or off of an elevator; or liability assumed under a sidetrack agreement.

This insurance is excess over any other valid and collectible insurance available to any insured whether primary, excess or contingent.

C. Under **Section I – COVERAGE A**, the last paragraph after the exclusions is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage to premises by fire, lightning, explosion, smoke or leakage from fire protective systems while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits of Insurance. This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke or leakage from fire protective systems or any combination of the five.

D. Under **SECTION III – LIMITS OF INSURANCE**, item **6.** is amended as follows:

6. Subject to paragraph **5.** above, the higher of:
- **a.** $500,000; or
- **b.** The Damage To Premises Rented To You Limit shown in the Declarations

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 fire, lightning, explosion, smoke or leakage from fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

E. Under **Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **b. (1) (a) (ii)** under the **Other Insurance** condition is replaced by the following:

(ii) That is Fire, Lightning, Explosion, Smoke or Leakage from Fire Protective Systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

F. Under **SECTION V – DEFINITIONS**, paragraph **a.** of the **Insured Contract** definition 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 fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented

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to you or temporarily occupied by you with permission of the owner is not an "insured contract".

The coverage provided under provision **2. C.** through **F.** above does not apply if **Damage To Premises Rented To You** of **COVERAGE A** is excluded either by the provisions of the Coverage Part or by endorsement.

3. BROAD FORM PERSONAL AND ADVERTISING INJURY

A. Under **SECTION I –COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, the **Contractual Liability** exclusion is deleted.

B. Under **SECTION V – DEFINITIONS**, the following paragraph is added to the definition of "personal and advertising injury":

h. Vicarious liability for discrimination or humiliation (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any "executive officer", director, stockholder, partner, spouse of a partner, member, spouse of a member, manager or trustee of the insured; and

(2) Not related directly or indirectly to an "employee" or to the employment, prospective employment or termination of employment of any person by an insured.

Provision **3.** above does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Part or by endorsement.

4. MEDICAL PAYMENTS – INCREASED LIMITS

A. Under **SECTION I - COVERAGE C - MEDICAL PAYMENTS**, item **1. a. (3) (b)** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

B. Under **SECTION III – LIMITS OF INSURANCE**, paragraph **7** is replaced by the following:

7. Subject to Paragraph **5.** above, the higher of:

a. $15,000; or

b. The amount shown in the Declarations for Medical Expense Limit

is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

5. SUPPLEMENTARY PAYMENTS INCREASED LIMITS

Under **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B,** paragraphs **1.b.** and **1.d.** are replaced by the following:

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b. Up to $2,500 for 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.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

6. BROADENED INSURED COVERAGE

Under **SECTION II – WHO IS AN INSURED**, the following changes are made:

A. BROAD NAMED INSURED

The following is added:

Any legally incorporated entity of which you own more than 50% of the voting stock is an insured.

However, this insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization or "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization. Coverage for any such organization will cease as of the date during the policy period on which you no longer maintain more than 50% of the voting stock.

This provision does not apply to any person or organization for which coverage is excluded.

B. PARTNERSHIPS AND JOINT VENTURES

The last paragraph of Section **II** – Who Is An Insured beginning "No person or organization is an insured...." is replaced by the following:

You are an insured with respect to the conduct of any current or past partnership or joint venture, but only with respect to your interest in such current or past partnership or joint venture. No other person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to any person or organization for which coverage is excluded.

C. FELLOW EMPLOYEE COVERAGE

Paragraph **2.a.(1)(a)** is replaced by the following:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company);

This provision does not apply to any person or organization for which coverage is excluded.

D. INCIDENTAL MEDICAL MALPRACTICE COVERAGE

The following is added to item **2.a.(1)(d)**:

However, this exclusion does not apply to the rendering or failure to render by an "employee" of yours:

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i. Medical, paramedical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or
ii. The furnishing or dispensing of drugs or medical or dental supplies;

as long as you are not in the business or occupation of providing these services.

This extension of coverage does not apply to punitive or exemplary damages, if coverage of such is permitted by statute or case law.

The insurance provided by this extension of coverage is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to be excess of this policy.

This provision does not apply to any person or organization for which coverage is excluded.

E. NEWLY ACQUIRED ORGANIZATIONS

Paragraph **3.a.** is replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period;

This provision does not apply to any person or organization for which coverage is excluded.

F. MANAGERS OR LESSORS OF PREMISES

Managers or lessors of yours are insureds but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor added by this provision.

G. LESSORS OF LEASED EQUIPMENT

Any person or organization from whom you lease equipment is an insured, but only:

1. When you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
2. 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).

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.

H. USERS OF WATERCRAFT

Any person, who with your consent, either uses or is responsible for the use of a watercraft is an insured, but only for their liability arising out of the use or operation of that watercraft on your behalf.

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I. **VENDORS**

If this policy provides Products Liability Coverage, any vendor you are required by a written contract or written agreement to name as an additional insured is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution and sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the products;

g. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its "employees" or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in sub-paragraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

J. **ADDITIONAL INSUREDS – CONTROLLING INTEREST**

Any person or organization who has financial control of you is an insured, but only with respect to their liability arising out of their financial control of you or premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

K. **ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT**

Item **4** is added as follows:

4. Any person or organization not otherwise identified as an insured in this coverage or covered or excluded by endorsement attached to this coverage, that you are required by written contract, written agreement or written permit to name as an insured is an insured but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf:

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a. In the performance of "your work" for the additional insured(s) at the location(s) designated in the written contract, written agreement or written permit; or
b. In connection with your premises owned by or rented to you.

However, with respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:
(1) Unless the written contract or written agreement has been executed or the written permit has been issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
(2) To "bodily injury", "property damage" or "personal and advertising injury" occurring after: **(a)** The termination date of any requirement to add additional insureds in any such contract, agreement or permit; or **(b)**The end of this policy period, whichever comes first; or
(3) To the rendering or failure to render any professional service.

The insurance afforded such additional insureds under items **6.F** through **6.K:**
a. Applies only to the extent permitted by law;
b. If required by a written contract, written agreement or written permit, coverage provided the additional insured will not be broader than that which you are required by the written contract, written agreement or written permit to provide for such additional insureds; and
c. Does not apply to any person or organization excluded in this coverage form or by endorsement to this coverage form.

With respect to the insurance afforded these additional insureds under **6.F** through **6.K,** the following is added to Section **III** – Limits of Insurance:

If coverage provided to any additional insured is required by a written contract, written agreement or written permit, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract, agreement or permit; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This provision will not increase the applicable Limits of Insurance shown in the Declarations.

7. PRIMARY AND NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

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(2) You have agreed in writing in a contract, agreement or permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

8. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under SECTION **IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraphs **e.** and **f.** are added to the **Duties In The Event of Occurrence, Offense, Claim or Suit** condition as follows:

e. Your rights afforded under this policy will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim, solely due to your reasonable and documented belief that the "bodily injury" , "property damage" or "personal and advertising injury" is not covered under this policy.

f. You must give us prompt notice of an "occurrence", offense, claim or loss only when the "occurrence" offense, claim or loss is known to:

(1) You, if you are an individual;
(2) A partner, if you are a partnership;
(3) An "executive officer" or director, if you are a corporation;
(4) A member, if you are a limited liability company;
(5) A trustee, if you are a trust; or
(6) An "employee' designated by you to give us such a notice.

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Representations** condition:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, we reserve the right to charge additional premium for any such hazard.

10. WAIVER OF SUBROGATION

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to the **Transfer of Rights of Recovery Against Others To Us** condition:

If the insured has waived those rights in a written contract, written agreement or written permit executed before loss, our rights are waived also.

11. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is replaced by the following:

2. "Bodily injury" means bodily injury, disability, mental anguish, mental injury, shock, fright, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

12. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **f.** of the definition of "mobile equipment" is replaced by the following:

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f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos", unless weighing less than 10,000 pounds gross vehicle weight and designed for use off public roads:

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. LIBERALIZATION

If we adopt a change in our forms or rules that would broaden the coverage of this policy without additional premium, the broader coverage will apply to this policy when the change becomes effective in your state.

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AGENDA ITEM SUMMARY SHEET

Agenda of:11/28/2023

Sponsored by:

Councilmember Woods

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2023 - 10:43 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1065 and 1067 Schillinger Road, South

Pursuant to Resolution of the Mobile, Alabama City Council adopted **November 28, 2023,** a public hearing will be held on the **2nd** day of **January**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1065 and 1067 Schillinger Road, South from R-1, Single-Family Residential Suburban District, to B-3, Community Business Suburban District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-3, Community Business Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business Suburban District until all of the conditions set forth below have been complied with: 1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 2nd day of January, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Unified Development Code

The proposed amendment to the Unified Development Code was published in full on the 6th day of December, 2023 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at **1065 & 1067 Schillinger Road South.**

The proposed amendment to the Unified Development Code changes the classification of the subject property from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District.** Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-3, Community Business Suburban District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business Suburban District** until all of the conditions set forth below have been complied with: **1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report; 2. Compliance with corrected Traffic Engineering comments (A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.); and, 3. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Pratt Thomas, MPWD, LLC
1065 & 1067 Schillinger Road South
Council District 6
Josh Woods

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 20, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on November 2, 2023 considered the request of **Pratt Thomas, MPWD, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District to B-3, Community Business Suburban District** for the property located at **1065 & 1067 Schillinger Road South.**

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

November 6, 2023

Pratt Thomas
Merrill P. Thomas, Co., Inc.
3280 Dauphin Street
Unit C104
Mobile, Alabama 36606

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Applicant(s)/ Property Owner (s):

At its meeting on November 2, 2023, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined that the following criteria prevail to support the rezoning request.

A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
B) Mistake. There was a mistake or error in the original zoning map; and
C) Compatibility. The proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
F) Change. Changing conditions in the area make an amendment necessary and desirable.
G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

1. Compliance with all Engineering, Urban Forestry, and Fire Department comments noted in the staff report;
2. Compliance with corrected Traffic Engineering comments (*A traffic impact study will be required for the new proposed fast-food restaurant. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.*); and,
3. Full compliance with all municipal codes and ordinances.

The advertising fee for this application based on the current legal description is $333.64. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Pratt Thomas, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of HPWD, LLC., a corporation for the property located within the city limits of Mobile, Alabama at 1065 and 1067 Schillinger Rd S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	
Designee (1)	Designee (2)
pratt@mpteo.com	
Email	Email
251-367-8358	
Phone Number	Phone Number
Pratt Thomas	10/23/23
Signature of Company Owner	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Austin Properties, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	David Tunstall
Designee (1)	Designee (2)
pratt@motco.com	david@mcaleertunstall.com
Email	Email
251-367-8358	251-473-7517
Phone Number	Phone Number
[signature]	10/20/2023
Signature of Company Owner	Date

City of Mobile • Planning & Zoning

Owner's Letter of Authorization

I, David L Turner, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on my behalf for my property, located within the city limits of Mobile, Alabama at 1065 & 1067 Schillinger Rd S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas
Designee (1)

pratt@mptco.com
Email

251-367-8358
Phone Number

Signature of Property Owner

Designee (2)

pratt@mptco.com
Email

251-367-8358
Phone Number

10/20/2023
Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, DAVID A. TUNSTALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of PIERCE MULHERIN HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 AND 1067 SCHILLINGER RD S.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

PRATT THOMAS	
Designee (1)	Designee (2)
PRATT@MDTCO.COM	
Email	Email
251-476-0808	
Phone Number	Phone Number
Signature of Company Owner	Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, Michael S McAleer, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of Tin Man LLC, a corporation for the property located within the city limits of Mobile, Alabama at 10657 1067 Schillinger Rd South.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas
Designee (1)

Designee (2)

Pratt@Mptco.com
Email

Email

251-476 0808
Phone Number

Phone Number

Signature of Company Owner

10-20-23
Date

City of Mobile • Planning & Zoning

Corporate Letter of Authorization

I, John M. Delchamps, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of JMD, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 1065 + 1067 Schillinger Rd.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Pratt Thomas	Merrill P. Thomas
Designee (1)	Designee (2)
pratt@mptco.com	merrill@mptco.com
Email	Email
251-476-0808	251-476-0808
Phone Number	Phone Number
John M. Delchamps	10/20/23
Signature of Company Owner	Date

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Applicant(s) / Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m. to consider your above referenced application.

The meeting will be held in the Assembly Room at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate in the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a Planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 10, 2023
PUBLIC HEARING NOTICE

Re: 1065 & 1067 Schillinger Road South
ZON-UDC-002669-2023
Pratt Thomas, MPWD, LLC
District 6
Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

Dear Property Owner(s):

This letter is to advise property owners within 300 feet, as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on Thursday, November 2, 2023, at 2:00 p.m., to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed application is Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3); however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate and if you wish, present your views concerning this application to the Planning Commission.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/. You may also submit comments by letter:

Planning & Zoning/City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail, by 2:00 p.m. on Wednesday, November 1, 2023, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponent and opposition to four (4) speakers each, for a maximum of five (5) minutes. For additional information or assistance, please contact a Planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

■ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

☐ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ■ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	Pratt Thomas	Pratt Thomas
Firm:	MPWD LLC et al	Merrill P Thomas Co., Inc
Phone:	251-367-8358	251-367-8358
Email:	pratt@mptco.com	pratt@mptco.com
Address:	3280 Dauphin St, C104, Mobile, Al 36606	3280 Dauphin St, C104, Mobile, Al 36606

	Owner	Design Professional
Name:	Pierce Mulherrin Holdings LLC, et al	Jerry Byrd
Firm:	See Attached	Byrd Surveying
Phone:	251-367-8358	251-476-5010
Email:	pratt@mptco.com	jerry@byrdsurveying.biz
Address:	3280 Dauphin St, C104, Mobile, 36606	2609 Halls Mill Rd, Mobile, AL 36606

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

1065 and 1067 Schillinger Rd S Lots A & B - Resub of Lot 2, Abba Temple — Property Address

2.07 Acres — Property Area (acres or square feet)

03733295 — Parcel Number(s) or Key Number(s)

R1 — Present Zoning or Transect District

B3 — Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ■ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature — Date: 9/25/23

Applicant or Agent Signature (if applicable) — Date: 9/25/23

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature — Date: 9/25/23

CHECKLIST B
Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ Neighborhood Meeting documentation
- ■ Boundary Plan
- ■ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
- ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer

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A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

B3 zoning allows for a wider range of commercial activities and businesses to operate within the community. This can lead to increased economic development, job opportunities, and potentially higher property values. A stronger local economy can contribute to improved overall well-being in the community.

Natural continuance of B3 and FLUM zoning at Hitt Rd.

NONE
Future Land Use Map (FLUM) Designation

B3
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ■ No
   If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

These properties were apart of the recently annexed areas of west Mobile. We are trying to sell one parcel and the rezoning is a condition of the sale so that the property can be developed.

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
   Commercial development in the area including grocery store, oil change, car wash, car dealerships, and regional retailers.

2. Describe the surrounding land uses.
   Oil change, event hall, car dealership and vacant

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
   I don't see any

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
   Yes

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
   Businesses generate tax revenue for the local government, which can be used to fund essential services such as public safety (police and fire departments), education, healthcare, and infrastructure improvements. This additional revenue can enhance the community's safety and welfare. Commercial areas have increased safety regulations and requirements, such as fire safety measures and security provisions. These measures can contribute to overall safety in the community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

NEIGHBORHOOD MEETING DOCUMENTATION

The following are required for neighborhood meeting documentation. Please provide a statement for all items. Refer to Section 64-5-4 of the UDC for full requirements.

This section applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Please verify the following documentation is provided:

☒ Dated Photograph(s) of the posted sign(s)
☒ The verified address list of surrounding property owners who were notified
☒ A sign-in sheet documenting meeting attendance
☒ Written summary or minutes of the meeting
☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting

Neighborhood Meeting Proceedings:

1. What was the date and location of the meeting?
   Date: October 11, 2023 Time: 5:30 pm Location: West Regional Public Library, 555 Grelot Rd, Mobile, AL

2. What information was presented at the meeting?
   Meeting was not attended by the public

3. What concerns were raised during the meeting?
   Meeting was not attended by the public

4. Were any modifications made or considered in response to the concerns raised at the meeting?
   Meeting was not attended by the public

Neighborhood Sign-In Sheet

1065 & 1067 Schillinger Rd S Rezoning Meeting

West Regional Public Library, 5555 Grelot Rd

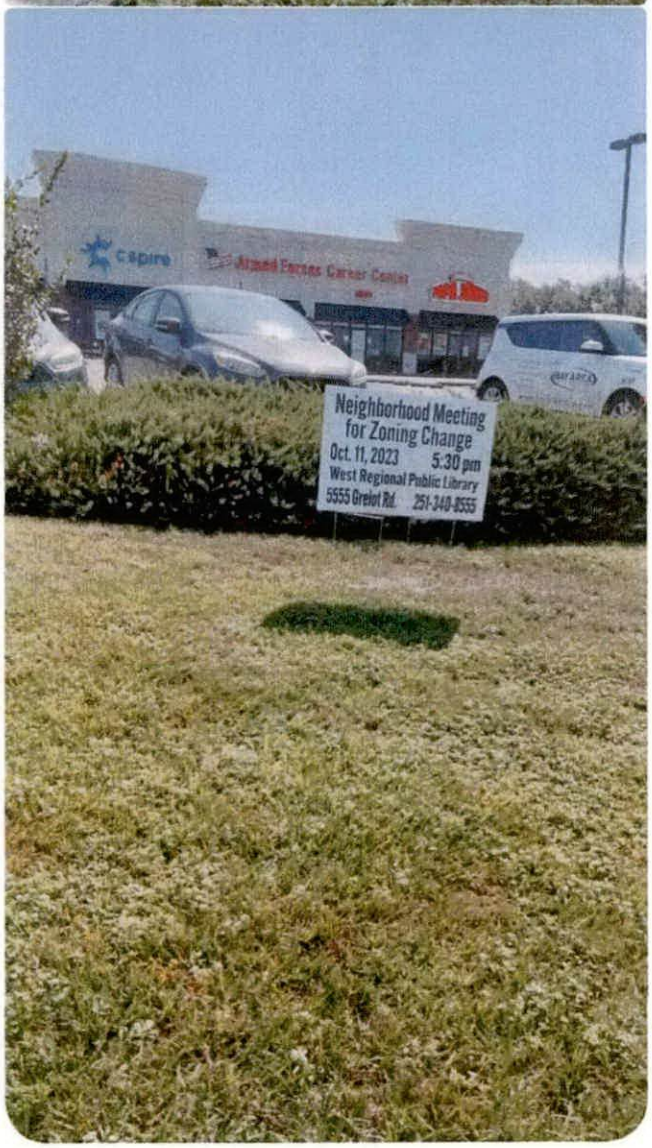
Please SIGN-IN

Last, First Name	Address	Phone Number	Email Address
Delchamps, John	4501 Kingsway Ct.	251-476-0808	
~~Mike McAleer~~			
McAleer, Mike	3818 Bebee Point Dr	251-473-7517	
Thomas, Merrill	6 Drury La	251 401-5240	
Tunstall, David	2004 Point Legere Rd.	251-610-2864	
Christmas Charles	12 N. Springbank Rd	251 ~~340-0288~~ 709-0700	

12:38 64%

(251) 554-3072

Tuesday, September 26

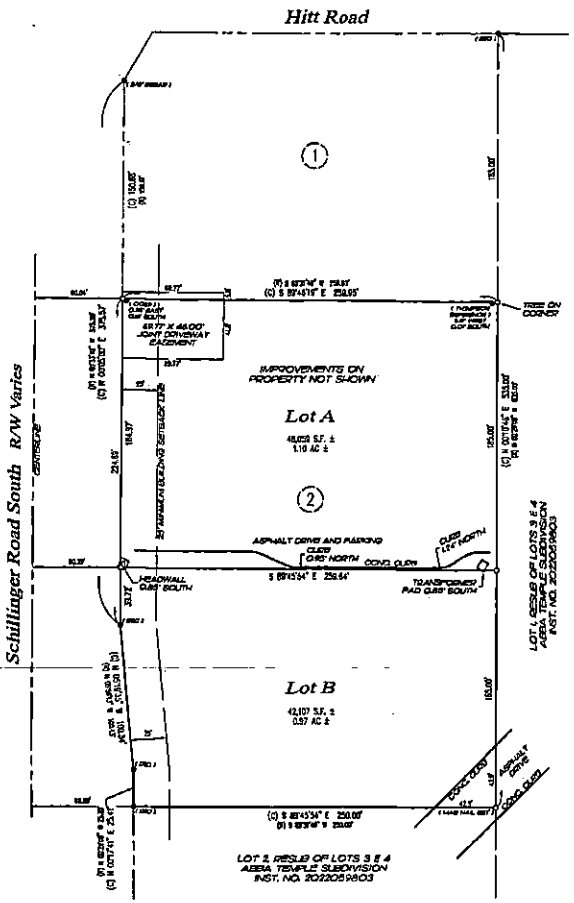


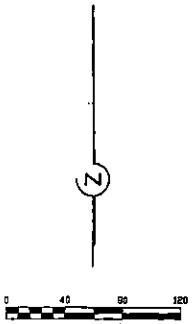
MMS 12:37 PM

PARCEL	NAME	ADDRESS	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
R022809303000002.002	ABBA TEMPLE ANCIENT ARABIC	HITT RD.	7701 HITT RD	MOBILE	AL	36695
R022707251000002.010	ELMORE FAMILY PROPERTIES LLC	SCHILLINGERS RD S	4000 DAWSON DR	MOBILE	AL	36619
R022809302000001.020	HITTSCH LLC	975 SCHILLINGER RD S	PO BOX 7475	MOBILE	AL	36670
R022707254000001.000	MOBILE REAL ESTATE INVESTMENTS, LLC	1150 SCHILLINGER RD S	1540 S FEDERAL HWY	POMPANO BEACH	FL	33062
R022809303000002.003	MYMS INC	SCHILLINGER RD.	PO BOX 160812	MOBILE	AL	36616
R022809303000002.000	OLP RW PROPERTIES LLC C/O DRIVEN BRANDS INC	1057 SCHILLINGER RD S	440 S CHURCH ST STE 700	CHARLOTTE	NC	28202
R022809303000002.001	PIERCE MULHERIN HOLDINGS LLC	1065 SCHILLINGER RD. S	3280 DAUPHIN ST STE C104	MOBILE	AL	36606

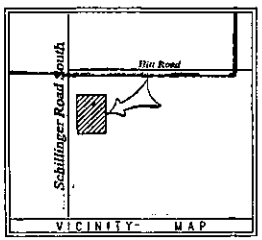
Boundary Plan

Schillinger Rd





NOTE: THE RECORD (R) BEARINGS SHOWN ON THE BOUNDARY REFER TO THE SUBDIVISION PLAT.
THE COMPUTED (C) BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES.



SITE DATA :

NUMBER OF LOTS = 2

SIZE OF SUBDIVISION = 2.07 AC. ±

SMALLEST LOT SIZE = 0.97 AC. ±

LINEAR FEET IN STREETS = 0 FEET

- I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP # 01000E L DATED JUNE 6, 2000 AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE "X" UNSHADED ON PANEL 0.06 AS DETERMINED BY ELEVATION
- ALL RIGHT OF WAYS AND DRAINAGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THIS PLAT DOES NOT REFLECT OTHER DOCUMENTS (ie UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.
- DRAWING SHOULD NOT BE SCALED. THE LOCATION OF SOME FEATURES ARE EXAGGERATED FOR CLARITY (i.e. FENCES, CURBS, ETC.
- FIELD DATA TAKEN – MAY 30, 2023
- BEARINGS REFER TO ALABAMA STATE PLANE COORDINATES, ALA. WEST 0102, NAD 83, ALDOT CORS
- FURNISHED DESCRIPTION FROM CLIENT
- TYPE OF SURVEY – SUBDIVISION
- ALL PROPERTY CORNERS ARE 5/8" R.B.S. CAPPED REBARS UNLESS OTHERWISE NOTED.

OWNER : MPMD, LLC

MERRILL P. THOMAS, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MERRILL P. THOMAS, WHOSE NAME AS MANAGER MEMBER FOR MPMD, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2026

OWNER : AUDUBON PARTNERS, LLC

JANET LYON, PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR.

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JANET LYON, WHOSE NAME AS PERSONAL REPRESENTATIVE UNDER THE WILL AND CODICIL OF GAYLORD C. LYON, JR. FOR AUDUBON PARTNERS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, SHE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 7th DAY OF July, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 02, 2025

OWNER : AAD, LLC

JOHN M. DELCHAMPS, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT JOHN M. DELCHAMPS, WHOSE NAME AS MANAGER MEMBER FOR AAD, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2026

OWNER : AUSTIN PROPERTIES, LLC

DAVID L. TURNER, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID L. TURNER, WHOSE NAME AS MANAGER MEMBER FOR AUSTIN PROPERTIES, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS __ DAY OF July, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES ____

Inst. # 2023044828 Pages: 8 of 8 Doc: MAP
I certify this instrument filed on 7/11/2023 8:32 AM
Don Davis, Judge of Probate
Mobile County, AL Rec: $13.00

Clerk: BTOWLER

LEGAL DESCRIPTION

LOT 2, REVISED PLAT OF ABBA TEMPLE SUBDIVISION, AS RECORDED IN MAP BOOK 118 PAGE 60, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA

I, GERALD D. BYRD, FOR SMITH CLARK & ASSOCIATES OF MOBILE, LLC DBA BYRD SURVEYING, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

GERALD D. BYRD, ALABAMA LICENSE NO. 9425 DATE 06/28/23

OWNER : PIERCE MULHERIN HOLDINGS, LLC

DAVID A. TURNSTALL, MANAGER MEMBER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT DAVID A. TURNSTALL, WHOSE NAME AS MANAGER MEMBER FOR PIERCE MULHERIN HOLDINGS, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2026

OWNER : TAMAM, LLC

MIKE MCALEER, MANAGER

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, HEREBY CERTIFY THAT MIKE MCALEER, WHOSE NAME AS MANAGER FOR TAMAM, LLC, IS SIGNED TO THE FOREGOING CERTIFICATE, AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY THAT BEING INFORMED OF THE CONTENTS OF THE FOREGOING CERTIFICATE, HE EXECUTED THE SAME VOLUNTARILY ON THE DAY SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 27th DAY OF June, 2023.

NOTARY PUBLIC. MY COMMISSION EXPIRES Aug 27, 2026

COUNTY ENGINEERING NOTES :

DEVELOPMENT SHALL BE DESIGNED TO COMPLY WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE, AND MAY REQUIRE SUBMISSION OF CERTIFICATION FROM A LICENSED ENGINEER CERTIFYING THAT THE DESIGN COMPLIES WITH THE MOBILE COUNTY FLOOD DAMAGE PREVENTION ORDINANCE PRIOR TO THE ISSUANCE OF ANY PERMITS.

DEVELOPMENTS LOCATED WITHIN THE COUNTY MS4 BOUNDARY MUST COMPLY WITH ALL CONDITIONS OF THE MOBILE COUNTY MS4 PERMIT AND MUST BE DESIGNED TO COMPLY WITH THE ALABAMA HANDBOOK FOR EROSION CONTROL, SEDIMENT CONTROL AND STORMWATER MANAGEMENT ON CONSTRUCTION SITES AND URBAN AREAS, VOLUMES 1 & 2, CURRENT EDITION.

THIS SUBDIVISION SHOWN IS HEREBY APPROVED BY THE MOBILE COUNTY COMMISSION AT ITS MEETING ON 7/10/23, 2023.

MOBILE COUNTY ENGINEERING DEPARTMENT
NO EASEMENT OR R-O-W ACCEPTANCE.

COUNTY ENGINEER DATE 7/10/2023

RESUBDIVISION OF LOT 2, ABBA TEMPLE SUBDIVISION,

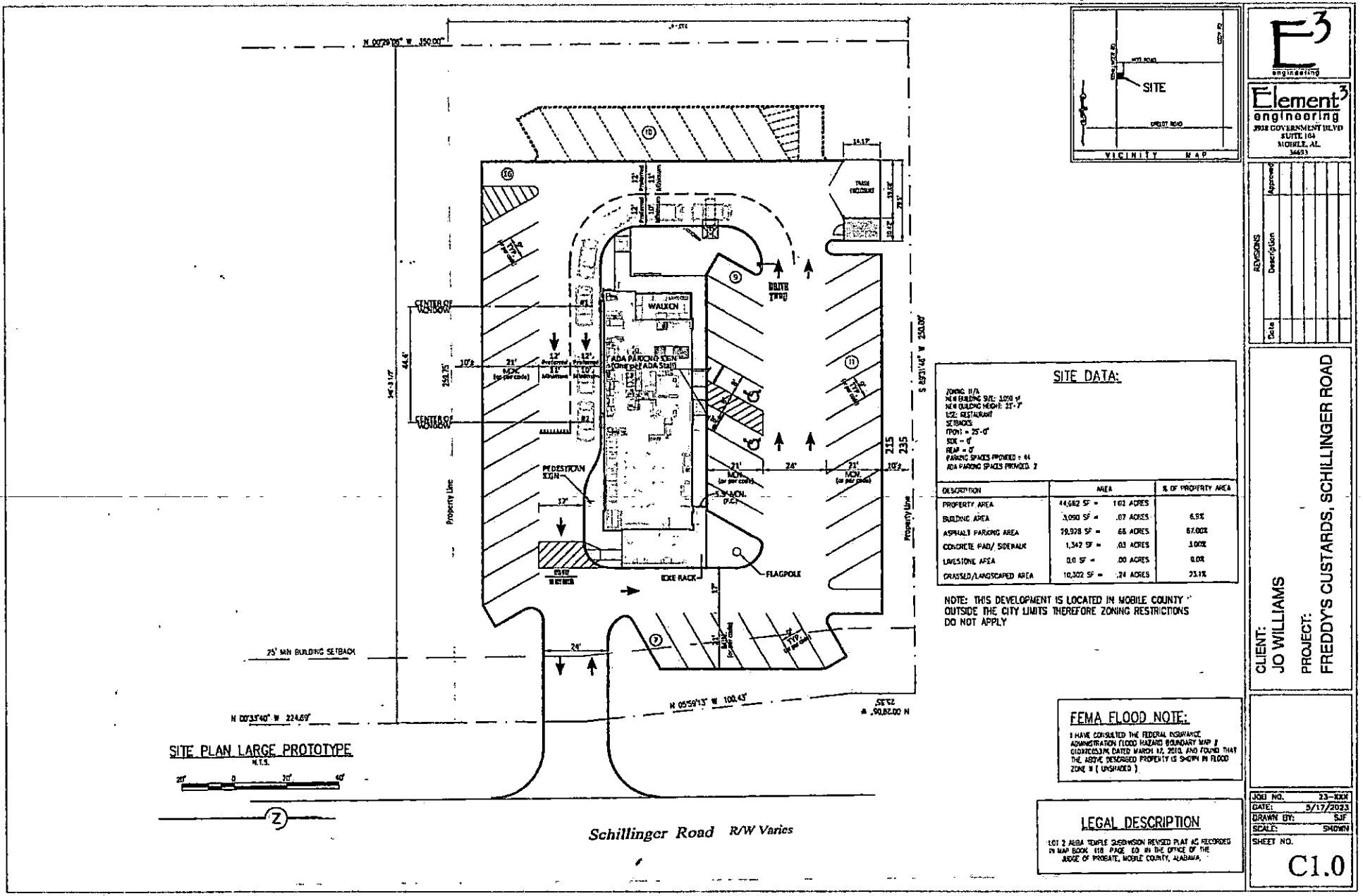
REVISED PLAT

BYRD SURVEYING

2609 HALLS MILL ROAD MOBILE, ALABAMA
(251) 476-5010 BYRD@BYRDSURVEYING.BIZ
SCALE : 1" = 40' JUNE 28, 2023

Site Plan

Schillinger Rd



SITE DATA:

ZONING: N/A
NEW BUILDING SIZE: 3,090 sf
NEW BUILDING HEIGHT: 21'-7"
USE: RESTAURANT
SETBACKS
FRONT = 25'-0"
SIDE = 0'
REAR = 0'
PARKING SPACES PROVIDED = 44
ADA PARKING SPACES PROVIDED 2

DESCRIPTION	AREA		% OF PROPERTY AREA
PROPERTY AREA	44,682 SF =	1.02 ACRES	
BUILDING AREA	3,090 SF =	.07 ACRES	6.9%
ASPHALT PARKING AREA	29,928 SF =	.68 ACRES	67.00%
CONCRETE PAD/ SIDEWALK	1,342 SF =	.03 ACRES	3.00%
LIMESTONE AREA	0.0 SF =	.00 ACRES	0.0%
GRASSED/LANDSCAPED AREA	10,302 SF =	.24 ACRES	23.1%

NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY

FEMA FLOOD NOTE:

I HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP & QUADRISSUING DATED MARCH 17, 2010, AND FOUND THAT THE ABOVE DESCRIBED PROPERTY IS SHOWN IN FLOOD ZONE X (UNSHADED).

LEGAL DESCRIPTION

LOT 2 ABBA TEMPLE SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 41B PAGE 60 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

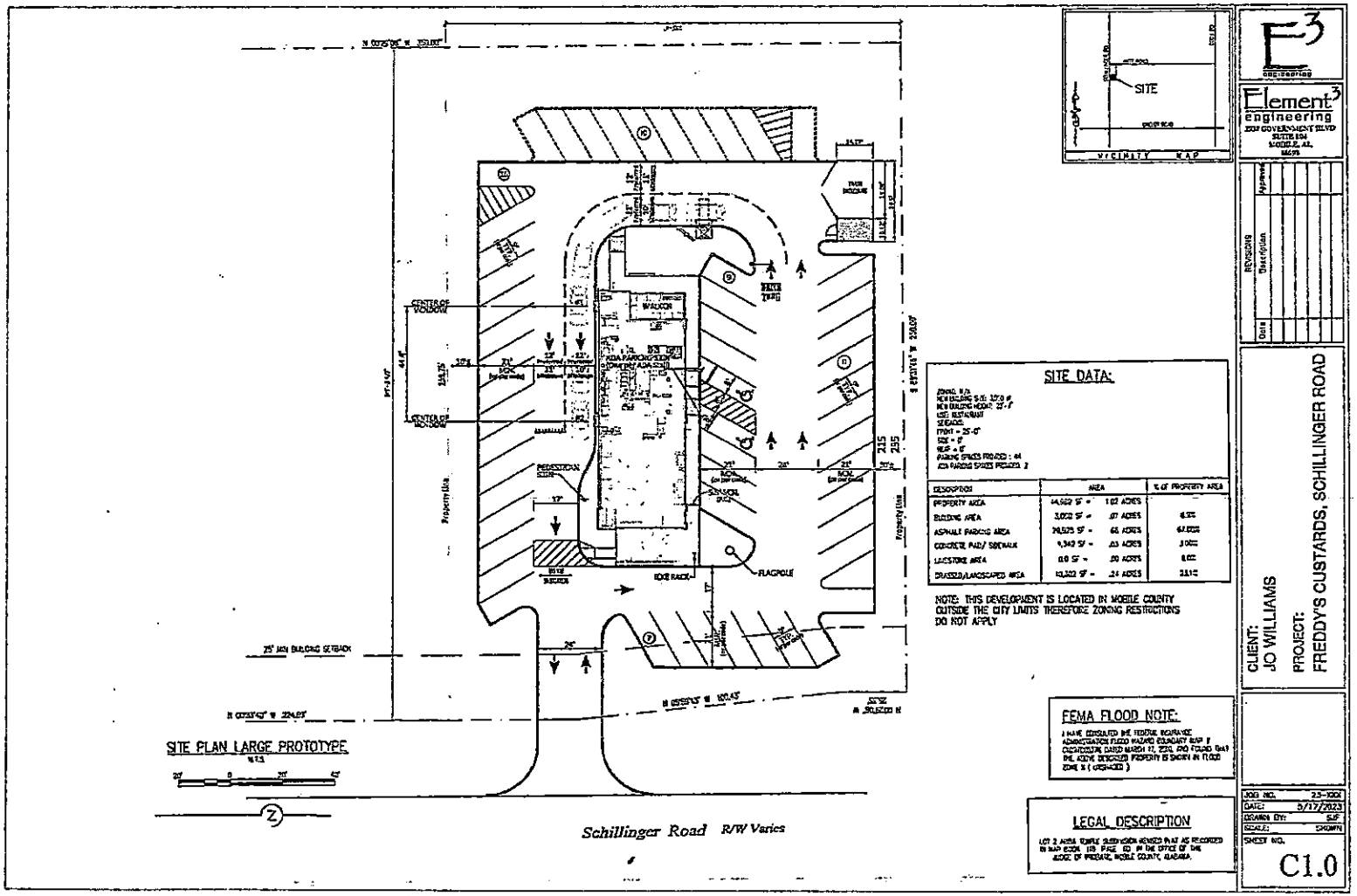
Element³ engineering
3938 GOVERNMENT BLVD
SUITE 104
MOBILE, AL
36693

REVISIONS: Date | Description | Approved

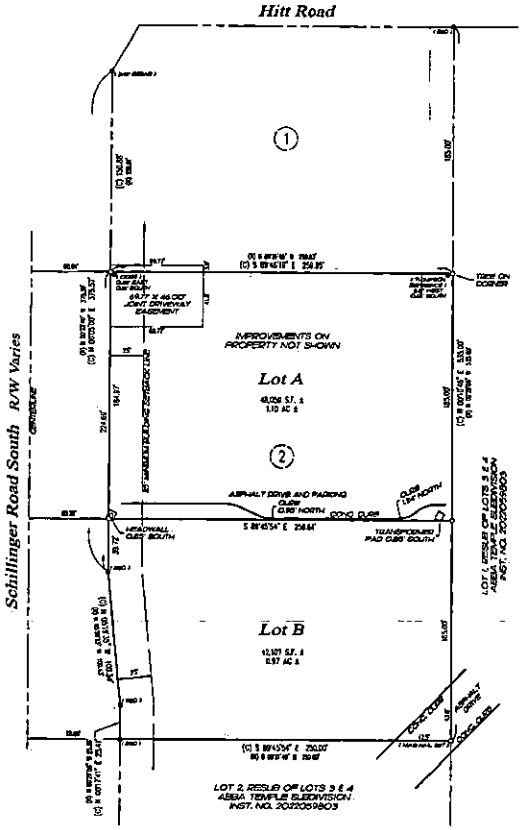
CLIENT: JO WILLIAMS

PROJECT: FREDDY'S CUSTARDS, SCHILLINGER ROAD

JOB NO.	23-XXX
DATE:	5/17/2023
DRAWN BY:	SJF
SCALE:	SHOWN
SHEET NO.	C1.0


SITE PLAN LARGE PROTOTYPE
Schillinger Road R/W Varies
SITE
VICINITY MAP
SITE DATA:
NOTE: THIS DEVELOPMENT IS LOCATED IN MOBILE COUNTY OUTSIDE THE CITY LIMITS THEREFORE ZONING RESTRICTIONS DO NOT APPLY
FEMA FLOOD NOTE:
LEGAL DESCRIPTION
Element3 engineering
CLIENT: JO WILLIAMS
PROJECT: FREDDY'S CUSTARDS, SCHILLINGER ROAD
C1.0

Doc: MAP Don Davis, Judge of Probate Mobile County, AL Rec: $13.00
Clerk: BTOWLER


Hitt Road
Schillinger Road South R/W Varies
IMPROVEMENTS ON PROPERTY NOT SHOWN
Lot A
43,056 S.F. ±
1.10 AC ±
Lot B
42,927 S.F. ±
0.97 AC ±
ASPHALT DRIVE AND PARKING
CURB CUT NORTH
CONC. CURB
MEADHALL CURB SOUTH
TRANSFORMER PAD CURB SOUTH
CONCRETE
ASPHALT DRIVE
LOT 2, RESUB OF LOTS 3 & 4 ABBA TEMPLE SUBDIVISION INST. NO. 2012059803
POINT OF BEGINNING
TRUE POINT OF BEGINNING
POINT OF COMMENCEMENT
POINT OF BEGINNING
TRUE POINT OF COMMENCEMENT
SET 5/8" REBAR WITH CAP
FOUND CAPPED REBAR
FOUND MONUMENT
SET NAIL
SET 5/8" REBAR WITH CAP
SET 5/8" REBAR WITH CAP
SET 5/8" REBAR WITH CAP

Pratt Thomas
C/O Merrill P Thomas Co., Inc
3280 Dauphin St, C104
Mobile, AL 36606

ABBA Temple Ancient Arabic
7701 Hitt Rd
Mobile, AL 36695

Elmore Family Properties, LLC
4000 Dawson Dr
Mobile, AL 36619

HITTSCH LLC
P.O. Box 7475
Mobile, AL 36670

Mobile RE Investments, LLC
1540 S Federal Hwy
Pompano Beach, FL 33062

MYMS Inc
P.O. Box 160812
Mobile, AL 36616

OLP RW Properties LLC
c/o Driven Brands Inc
440 S Church St, Ste 200
Charlotte, NC 28202

Pierce Mulherin Holdings LLC
3280 Dauphin St, C104
Mobile, AL 36606

Planning Commission
November 2, 2023

Agenda Item #: 5

ZON-UDC-002669-2023

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
1065 & 1067 Schillinger Road South

Applicant / Agent (as applicable):
Pratt Thomas, MPWD, LLC

Property Owner:
Pierce Mulherrin Holdings, LLC

Current Zoning:
R-1, Single-Family Residential Suburban District

Proposed Zoning:
B-3, Community Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).
- **Note:**
  Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

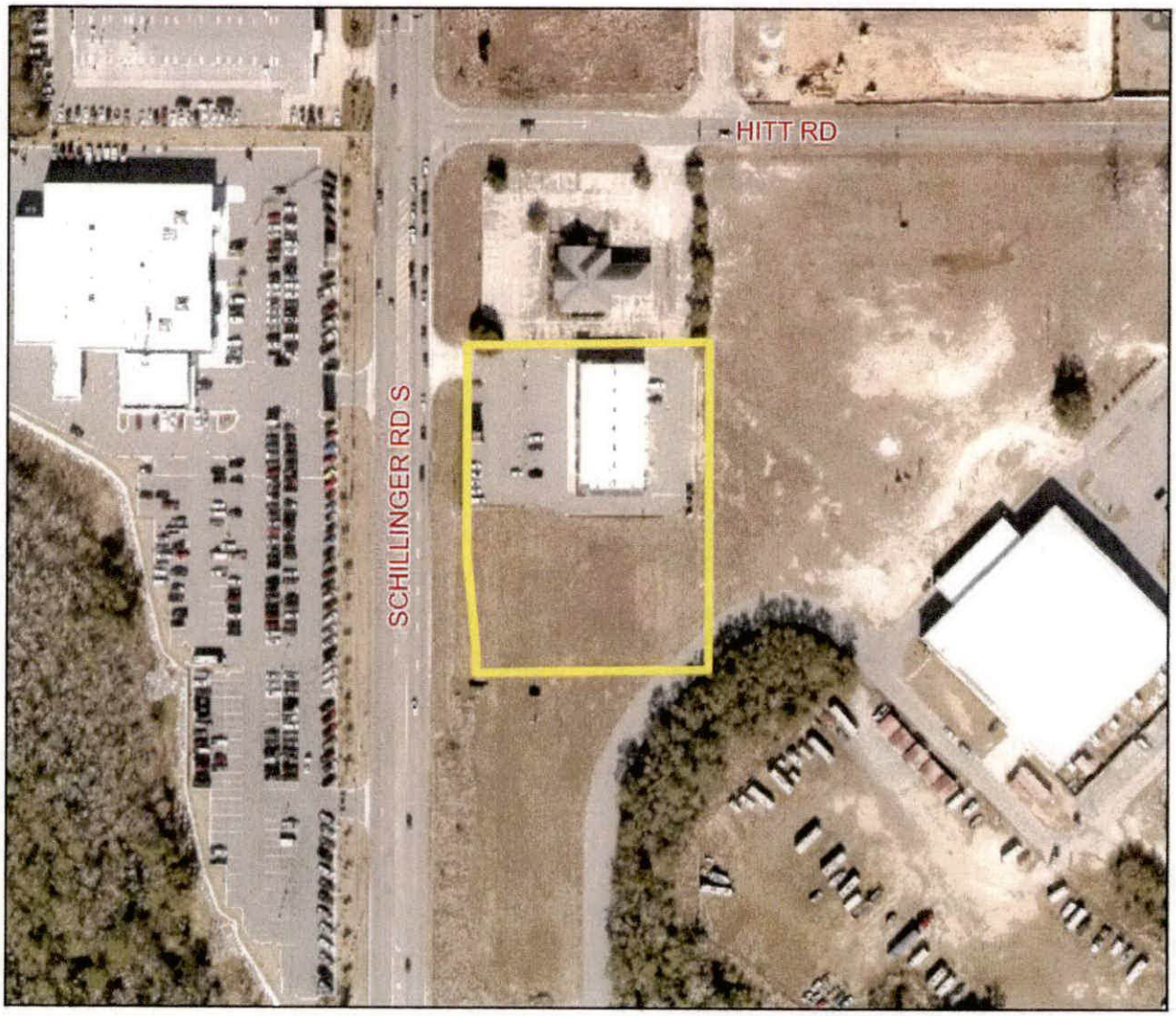
Commission Considerations:

- Rezoning with two (2) conditions.

Report Contents: **Page**

Context Map 2
Site History 3
Staff Comments 3
Commission Considerations 5
Exhibits 6

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

SITE HISTORY

The subject site was brought to the Planning Commission on January 3, 2008 for a three-lot Subdivision, which was subsequently recorded in Probate Court. At that time the site was locate in the County, but within the City's Planning Jurisdiction. The Planning Jurisdiction was altered to coincide with the city limit line in 2018. Shortly thereafter the site was developed with a commercial multi-tenant development.

The site went before the Mobile County Commission for a two-lot Subdivision, which was subsequently recorded in Probate Court on July 11, 2023.

Most recently, the site was annexed into the city limits of Mobile, effective July 25, 2023.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinkled commercial buildings, within 600' of sprinkled commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

The applicant is requesting to rezone the subject site from Single-Family Residential Suburban District (R-1) to Community Business Suburban District (B-3).

As stated previously, the subject site went before the Mobile County Commission for a two-lot Subdivision, which was approved and recorded in Probate Court in July, 2023. Effective July 25, 2023 the subject site was annexed into the City of Mobile. As part of the standard annexation procedures the site is zoned R-1. The property owner was under contract to sell the site prior to annexation with the prospective buyer planning to develop the site commercially. They are now unable to do so due to the R-1 designation, hence the current application.

The subject site is abutted to the North by R-1 property, previously developed commercially with a bank, though it now seems to be under redevelopment; to the South by undeveloped land, which is zoned R-1; to the East by R-1, developed as the ABBA Temple; and to the West (across Schillinger Road South), by automobile sales in an R-1 district.

It should be noted that the subject site is currently included in the proposed zoning amendments within the Cottage Hill Corridor to be considered by the Planning Commission at its meeting on November 16th. However, the applicant has made application in an effort to obtain a quicker rezoning determination than is perhaps possible with the proposed zoning amendment for the entire annexed area.

The applicant is requesting B-3 for an existing shopping center and proposed future commercial development. This zoning classification will allow for the development to contain offices and/or retail, as well restaurants and/or bars.

This site is designated as Mixed Commercial Corridor on the Future Land Use Map. Rezoning to B-3 would be compatible with this FLUM designation. While zoning consideration is not site plan specific, compliance with the commercial development standards of the Unified Development Code will be required to develop the site. If the rezoning is approved, development of the site must fully comply with the UDC.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezonings are intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
C. Compatibility. Whether the proposed amendment is compatible with:
    - The current development trends, if any, in the vicinity of the subject property;
    - Surrounding land uses;
    - Would adversely impact neighboring properties; or
    - Cause a loss in property values.
D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following conditions could apply:

1. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
2. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP

APPLICATION NUMBER 5 DATE November 2, 2023

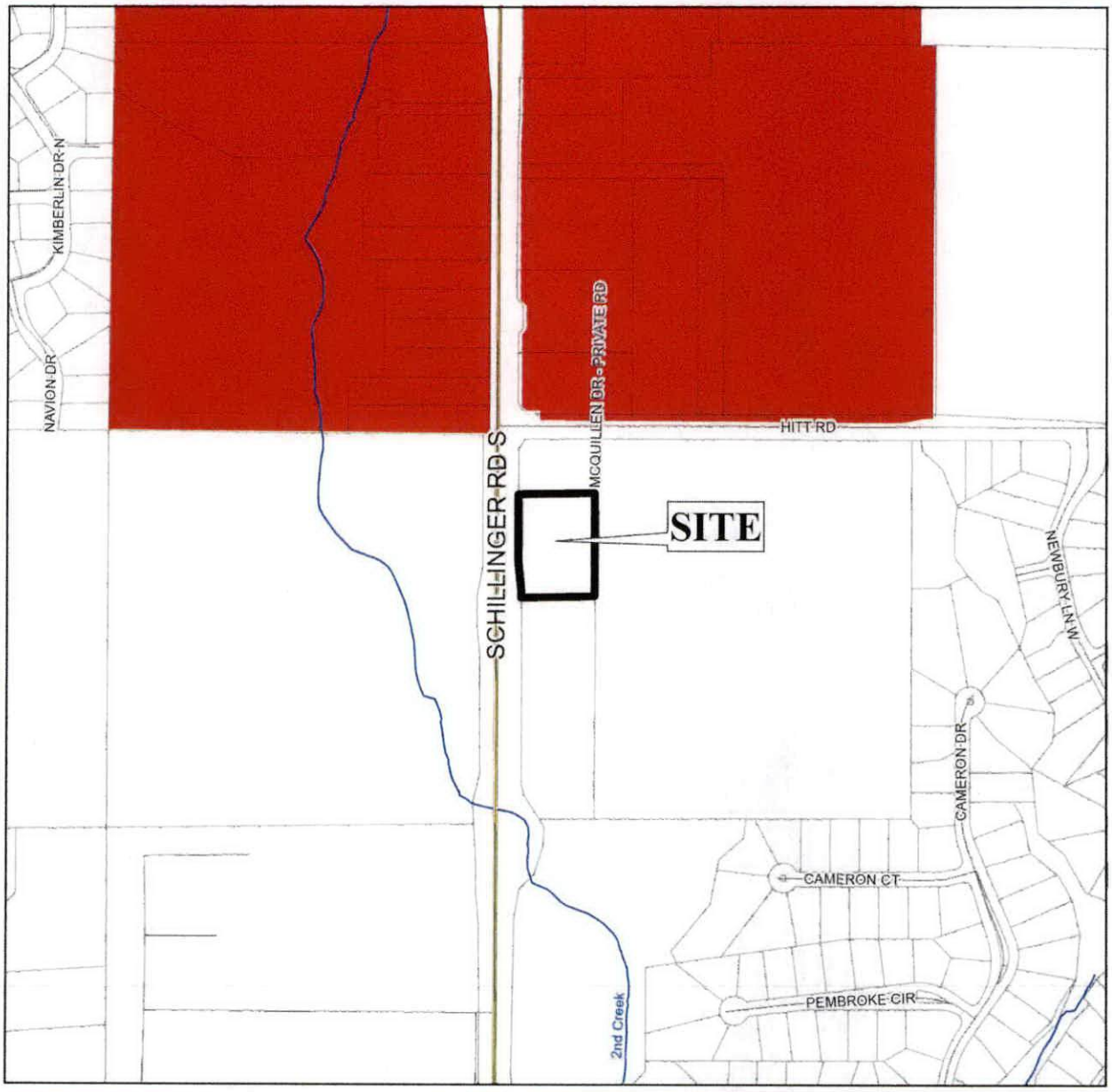
APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

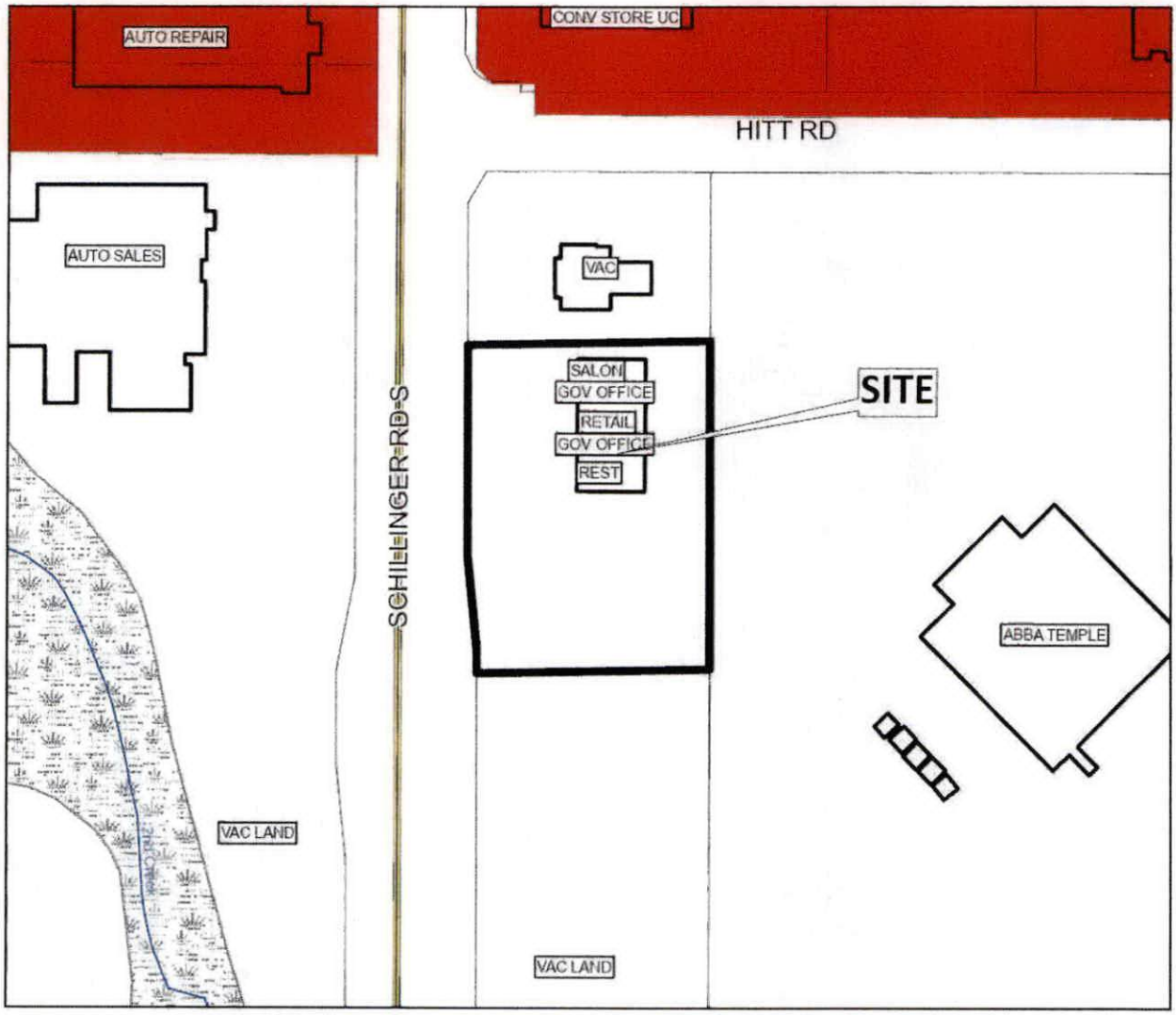
REQUEST Rezoning from R-1 to B-3

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units. A meeting hall lies east of the site.

APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

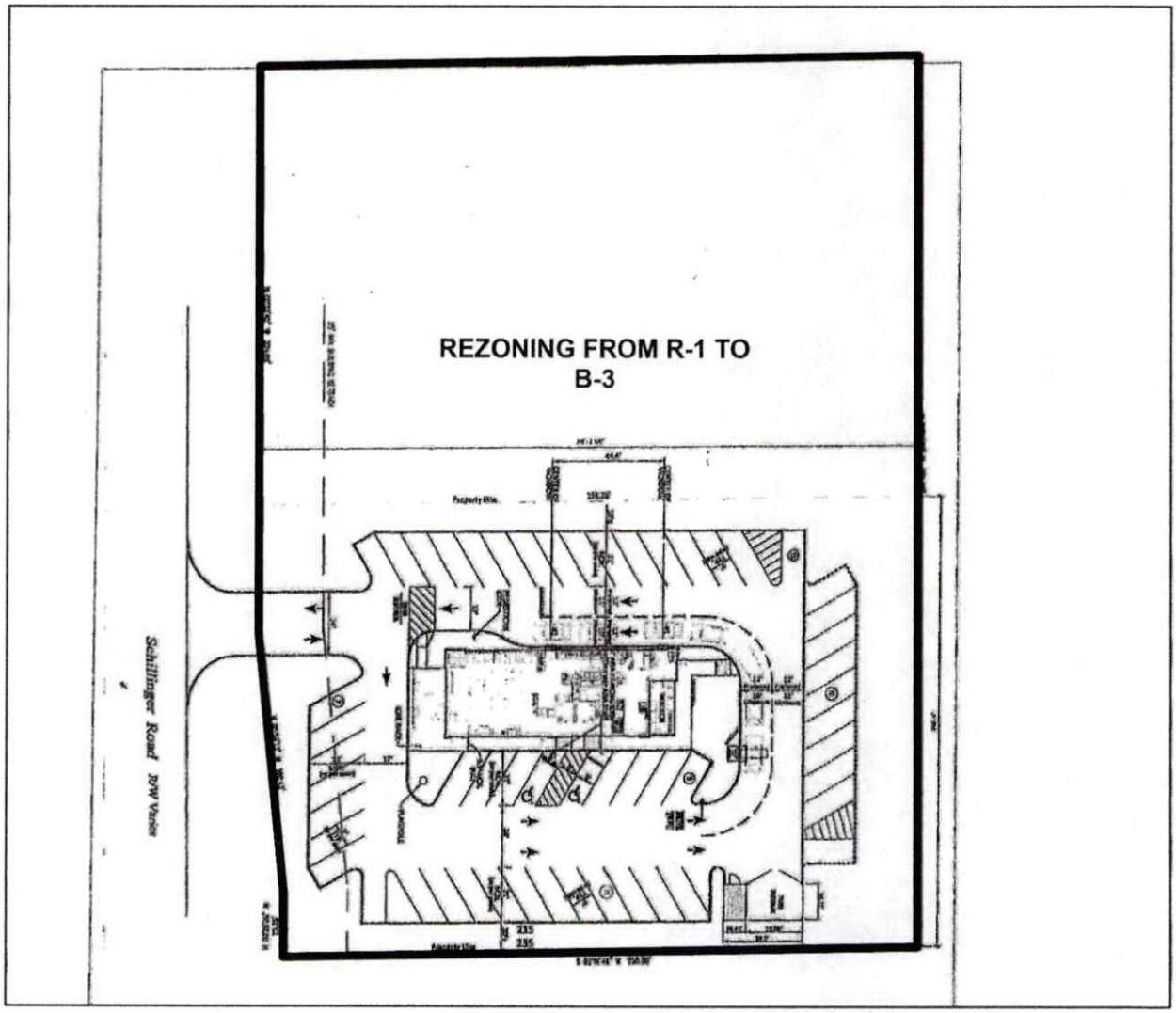
REQUEST Rezoning from R-1 to B-3

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	

N

NTS

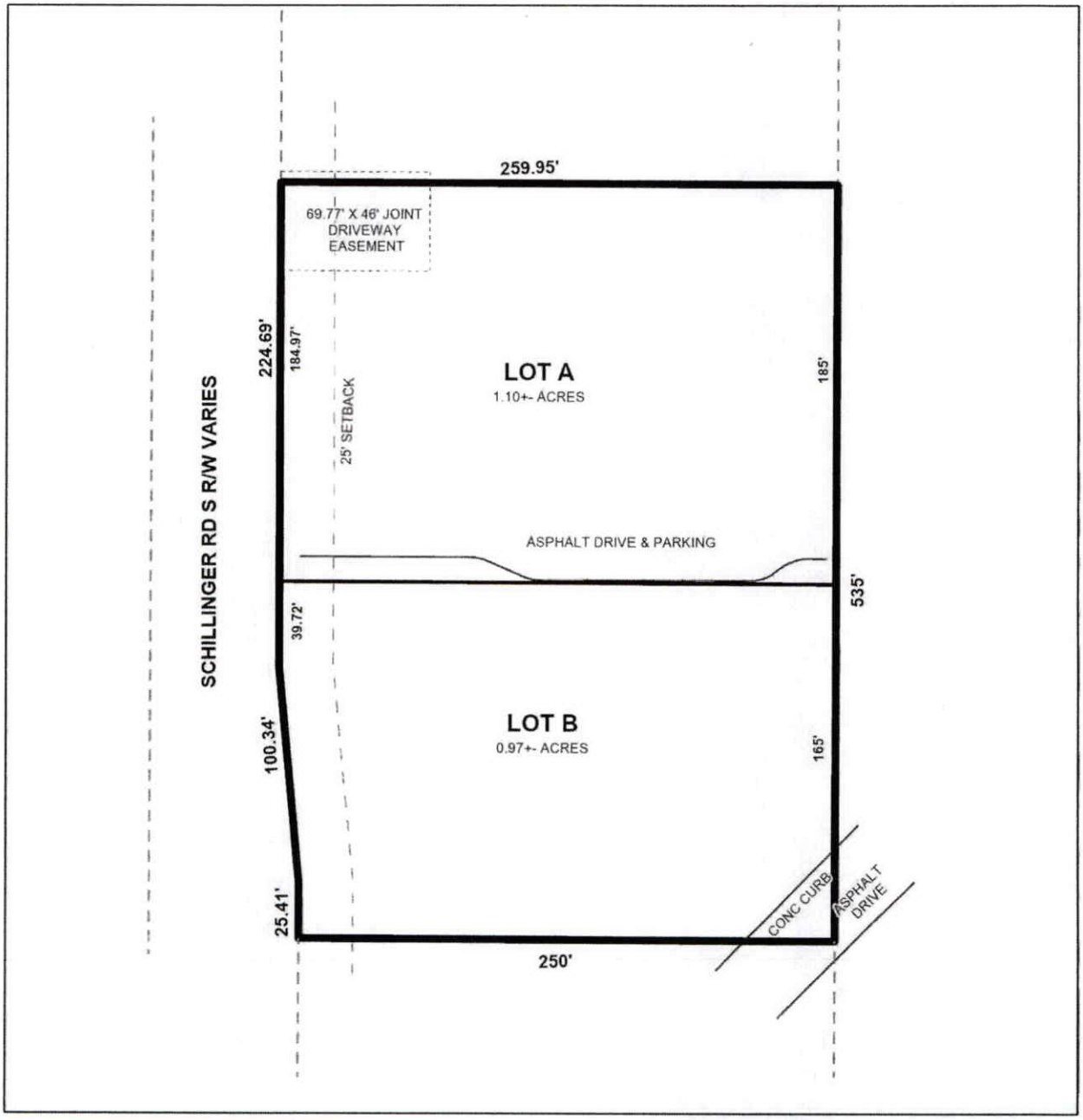
SITE PLAN



The site plan illustrates the proposed building, parking, and drive thru.

APPLICATION NUMBER 5 DATE November 2, 2023 APPLICANT Pratt Thomas, MPWD, LLC REQUEST Rezoning from R-1 to B-3	N NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE November 2, 2023

APPLICANT Pratt Thomas, MPWD, LLC

REQUEST Rezoning from R-1 to B-3

N

NTS

ZONING DISTRICT CORRESPONDENCE MATRIX		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDW/RU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.