



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 15, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Keith Myrick, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

April 8, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Port City Pacers for a waiver of the Noise Ordinance at Mardi Gras Park on April 19, 2025, from 6:30 a.m. - 11:00 a.m. (District 2).

Request of Port City Pacers for a waiver of the Noise Ordinance at Medal of Honor Park on May 17, 2025, from 6:00 a.m. - 10:30 a.m. (District 6).

Request of Jennifer Boozer for a waiver of the Noise Ordinance at 558 Saint Francis Street on April 19, 2025, from 3:00 p.m. - 9:00 p.m. (District 2).

Request of Maura Mandyck for a waiver of the Noise Ordinance at Mardi Gras Park on April 19, 2025, from 11:00 a.m. - 2:00 p.m. (District 2).

Request of Andre Bend for a waiver of the noise ordinance at Cathedral Square on April 19, 2025, from 11:00 a.m. - 4:00 p.m. (District 2).

Request of Kacey Chapplelear for a waiver of the Noise Ordinance at British Park on May 4, 2025, from 2:00 p.m. - 5:00 p.m. (District 2).

Request of Leo Ferriera for a waiver of the Noise Ordinance on July 11, August 8, and September 12, 2025 at 12 N. Jackson Street, from 5:00 p.m. - 9:00 p.m. (District 2).

10. PUBLIC HEARINGS

Public hearing to consider a vacation fee as a condition of the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Malcolm Banks - present the annual Elizabeth's Coloring Book Drive.

Debra Ann Crabtree - speak about the Gulf Coast National Day of Prayer.

Denise Grier - comments about the animal shelter and animal ordinance.

Reggie Hill - continue petition from previous 2 weeks, Mobile Housing Authority (leadership/tenant matters), public safety (performance contracts, ARP, & police home visits), Parks & Rec. Dept. (incidents at facilities, citizen access, & quality of amenities).

12. ORDINANCES HELD OVER

64-015 Consider rezoning property located at 3300 Knollwood Drive from R-1 and B-1 to R-3 (sponsored by Councilmember Woods).

88-016 Authorize Land Exchange of properties located at 321 Adams Street, 321 N. Warren Street, 305 Congress Street, and Lyons Street not now needed for municipal purposes (sponsored by Councilmember Carroll and Mayor William Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, Director, REAM).

88-017 Authorize Land Exchange of properties located at 603 Broad Street and 2865 Phillips Street not needed for municipal purposes (sponsored by Councilmembers Penn, Carroll, and Mayor William Stimpson) (submitted by Ricardo Woods, City Attorney and Carleen Stout-Clark, Director, REAM).

13. CIP RESOLUTIONS HELD OVER

09-564 Transfer funds from Capital Project CIP D2 Special Project to Housing Improvement Plan Fund District 2 neighborhood improvements; \$2,500,000.00 (sponsored by Councilmember Carroll) (submitted by Relya Mallory, Capital Projects).

21-565 Authorize contract with Goram Air Conditioning Company, Inc. for CIP Hillsdale Community Center HVAC replacement; \$505,909.14 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

21-566 Authorize contract with Harris Contracting Services, Inc. for Millers and Trimmier Parks ball field pole removal; \$49,900.00 (sponsored by Councilmembers Small & Gregory, and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM).

14. RESOLUTIONS HELD OVER

47-446 Consider vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive (sponsored by Councilmember Reynolds).

01-567 Authorize Agreement with the Alabama Department of Transportation for detection equipment upgrades at intersections on Old Shell Road (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng.).

08-569 Approve purchase order to Flymotion, LLC for drone with camera for MFRD; \$55,479.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-571 Authorize contract with Jordan DeLass to provide racquet stringer services for Parks & Rec. Dept.; NTE \$70,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

21-572 Authorize contract with Caleb Richardson to provide tennis lessons and clinics for Parks & Rec. Dept.; NTE \$80,000.00 per year (sponsored by Mayor Stimpson) (submitted by Kim Carmody, Parks & Rec. Dept.).

25-573 Accept a Perpetual Non-Exclusive Easement from the Mobile Area Water and Sewer Commissioners for the Africatown Welcome Center (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Director, REAM).

37-574 Consider the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service.

37-575 Consider the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service.

15. CONSENT RESOLUTIONS BEING INTRODUCED

31-577 Authorize the Mayor to apply, accept, and receive a grant from the National Fish and Wildlife Foundation, National Coastal Resilience Fund; \$1,000,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Infrastructure & Eng.).

31-578 Authorize the Mayor to apply, accept, and receive a grant from the National League of Cities, Advancing Economic Mobility Rapid Grant Program; \$20,000.00. (no local match) (sponsored by Mayor Stimpson) (submitted by James Roberts, CPD).

31-579 Authorize the Mayor to apply, accept and receive a grant from the National Oceanic and Atmospheric Administration in support of the NAS Gulf Research Program; \$700,000.00 (no local match) (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

37-580 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to BB Q Chicken; 3962 Airport Blvd. (sponsored by Councilmember Daves).

46-581 Honorarily rename the intersection at Donald and Seale Streets to "Honorary Francheska Hollis-Reiss Way" (sponsored by Councilmember Penn).

60-582 Approve award of special bonus to the Officer of the Month; Shenberger (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-583 Approve award of special bonus to the Firefighter of the Month; Fike

(sponsored by Mayor Stimpson) (submitted by Chief Johnny Morris, Jr., MFRD).

60-584 Determine an appropriation to Community of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-585 Determine an appropriation to SKC Development Group serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-586 Determine an appropriation to Dearborn YMCA serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-587 Determine an appropriation to Ronald McDonald House Charities of Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

01-588 Authorize Agreement with J&A Contracting for McCants-Chavers, Tricentennial, Sullivan, and James M. Seals, Jr. Parks for splashpad re-coating; \$49,996.00 (sponsored by Councilmembers Gregory, Penn, & Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-589 Authorize Agreement with Alabama Poolworks, LLC for pool chemistry maintenance services; NTE \$75,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-590 Authorize Public Works Cooperative Agreement and Construction Certification with the Board of Water and Sewer Commissioners for the City of Mobile for the One Mobile Project; \$3,000,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-591 Authorize Agreement with Goram Air Conditioning Company, Inc. for West Regional Library chiller replacement; \$407,400.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

08-592 Approve purchase order to CDW Government, LLC for subscription to Aruba Network Wireless Access Software for MIT; \$17,328.72 (sponsored by Mayor

Stimpson) (submitted by John Paine, Purchasing Dept.).

08-593 Approve purchase order to CDW Government, LLC for network wireless access points, switches, and transceivers for MIT; \$79,919.14 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-594 Approve purchase order to CDW Government, LLC for network switches and transceivers for MIT; \$53,993.14 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-595 Approve purchase order to Jackson Creek Mfg., Inc. for animal transport trailer for Animal Services; \$63,852.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-596 Authorize contract with D'Alo Green to provide prevention and intervention services to students in Mobile County Public Schools; \$65,000.00 per year (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

47-597 Consider a vacation fee as a condition of the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive (sponsored by Councilmember Reynolds).

60-598 Authorize Settlement Agreement and Release of Claims; Bennett (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-599 Authorize Settlement Agreement and Release of Claims; Borderlines Cartage, Inc. (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-603 Rescind Resolution 01-438, adopted March 11, 2025 (sponsored by Mayor Stimpson) (submitted by John Forrester, City Engineer).

01-604 Authorize Agreement with Alabama Department of Transportation for I-10 Mobile River Bridge and Bayway Project (sponsored by Mayor Stimpson) (submitted by John Forrester, City Engineer).

18. CALL FOR PUBLIC HEARINGS

41-600 Call for public hearing to consider the application of Midrar Alkhatab for a certificate of Public Convenience and Necessity to operate a taxicab service (scheduled for April 29, 2025).

41-601 Call for public hearing to consider the vacation of City right-of-way for

property located at the corner of Dauphin Street and Sage Avenue (scheduled for May 20, 2025) (District 1).

41-602 Call for public hearing to consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue (scheduled for May 20, 2025) (District 1).

19. ANNOUNCEMENTS



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Margaret Olive for the Port City Pacers Running Club

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-473-7223 Cell Number: 251-401-8039

Organization (if applicable) Port City Pacers Running Club

Mailing Address of Applicant PO Box 6427 (358 Morgan Avenue), Mobile, AL 36660 (36606)

Telephone No. 251-401-8039 E-mail address mlolive@bellsouth.net

Location or address of event where amplification will be used:

Mardi Gras Park; 150 S Royal Street, Mobile, AL

Date of Event: April 19, 2025 Starting Time: 6:30 AM Ending Time 11:00 AM

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

Type of Event: Family Friendly road race and post-race celebration

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Margaret Olive for Port City Pacers

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-473-7223 Cell Number: 251-401-8039

Organization (if applicable) Port City Pacers Road Runners Club

Mailing Address of Applicant PO Box 6427, Mobile, AL 36660

Telephone No. 251-401-8039 E-mail address mlolive@bellsouth.net

Location or address of event where amplification will be used:

Medal of Honor Park; 1711 Hillcrest Rd; Mobile, AL 36695-4541

Date of Event: May 17, 2025 Starting Time: 6:00 AM Ending Time 10:30 AM

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

Type of Event: 5K Trail Run and post-race celebration

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL

MO, APR 7, AM 10:23 RCD



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 33-05-1(c) of the Mobile City Code: Noise in Residential Areas Restriction (197878):

(a) Use, operate or permit to be used or operated, any device, radio, musical instrument, television, photography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 8:00 a.m. to 10:00 p.m.

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

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

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

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

Name of Applicant: Jennifer Boozer / CannaBama, LLC
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-303-5193 Cell Number: 251-303-5193

Organization (if applicable): _____

Mailing Address of Applicant: 558 Saint Francis Street Suite 1A

Telephone No. 251-255-5155 E-mail address: jennabell22@yahoo.com

Location or address of event where amplification will be used:

558 Saint Francis Street Suite 1A Mobile, AL 36602

Date of Event: 04/19/25 Starting Time: 3pm Ending Time: 9pm

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

Type of Event: customer appreciation / party

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7578

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Maura Mandyck

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 706-201-1201

Organization (if applicable) _____

Mailing Address of Applicant 2756 Brevard Dr. Mobile 36606

Telephone No. 706-201-1201 E-mail address indivisiblemobileal@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park

Date of Event: April 19, 2025 Starting Time: 11:00 a.m. Ending Time 2:00 p.m.

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

Type of Event: Political Rally

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

Music containing obscene language or profanity is prohibited

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

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

Name of Applicant: Andre Bend

PLEASE PRINT ALL INFORMATION

Home Phone Number: 2512090276 Cell Number: 2512090276

Organization (if applicable) Gulf Coast Caribbean Carnival Association

Mailing Address of Applicant 5315 Mackenzie Dr, Mobile, AL 36619

Telephone No. 2512090276 E-mail address gulfcoastcarnival251@gmail.com

Location or address of event where amplification will be used:

Cathedral Square 341 Conti Street

Date of Event: 4.19.2025 Starting Time: 11am Ending Time 4pm

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

Type of Event: Childrens Carnival

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

Name of Applicant: Kacey Chappelle/Church Street East Neighborhood Assn.

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 614-530-2756

Organization (if applicable) _____

Mailing Address of Applicant: 215 S. Cedar St. 36602

Telephone No. _____ E-mail address: kacey.chappelle@gmail.com

Location or address of event where amplification will be used:

British Park

Date of Event: 05/04/25 Starting Time: 2:00pm Ending Time: 5:00pm

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

Type of Event: Annual Spring Party/Picnic

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

Music containing obscene language or profanity is prohibited

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

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

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

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

Name of Applicant: Leo Ferreira
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 7/11/25 Starting Time: 5p Ending Time 9p

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

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

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

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

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

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Name of Applicant: Leo Ferreira
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 9/12/25 Starting Time: 5pm Ending Time 9pm

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

Type of Event: Art Market

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

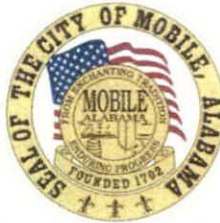
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(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

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

Name of Applicant: Leo Ferriera
PLEASE PRINT ALL INFORMATION

Home Phone Number: — Cell Number: 337-354-4400

Organization (if applicable) Love and Adventure Studios LLC

Mailing Address of Applicant 12C North Jackson St., Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

12 North Jackson St., Mobile, AL 36602 (The Frenchmen)

Date of Event: 8/8/25 Starting Time: 5p Ending Time 9p

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 10, 2025 12:31:46 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 10, 2025 10:49 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Malcolm Banks
Date To Address Council: 2025-04-15
Address: 151 Foreman Road Apt D5
Email: BANKS.MALCOLM09@GMAIL.COM
Phone: 2513818550
Subject And Specific Questions: To present my annual Elizabeth's Crayons Coloring Book Drive to the city council and others!
Pertain To City Business: It is an initiative to push literacy to the children and youth in our city.
Signature: Malcolm Banks
Signature Verify: X
Agree: X
Date Submitted: 2025-04-10 10:49:55

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 10, 2025 12:32:00 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 10, 2025 12:05 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Debra Ann Crabtree
Date To Address Council: 2025-04-29
Address: 5311 Moffett Road
Email: ndptf22alabama@gmail.com
Phone: 251-510-8337
Subject And Specific Questions: REGION 6 GULF COAST NATIONAL DAY OF PRAYER
Pertain To City Business: NATIONAL DAY OF PRAYER 74 OBSERVANCE WILL BE OBSERVED AT THE BROOKLEY BY THE BAY
Signature: DEBRA ANN CRABTREE
Signature Verify: X
Agree: X
Date Submitted: 2025-04-10 12:05:11

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 10, 2025 12:40:58 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, April 10, 2025 12:38 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Denise Griece
Date To Address Council: 2025-04-15
Address: 2067 Dauphin Street Mobile, AL 36606
Email: toddie53@yahoo.com
Phone: 251 259-8230
Subject And Specific Questions: Animal shelter/animal ordinance
Pertain To City Business: Recent purchase of Trinity Broadcast to use as animal shelter
Signature: Denise Grier
Signature Verify: X
Agree: X
Date Submitted: 2025-04-10 12:38:46

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 4/15 Agenda
Date: Thursday, April 10, 2025 1:56:02 PM

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

Madam Asst. City Clerk,

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

- * Continue petition form previous 2 weeks
- * MHA (Leadership/Tenant Matters)
- * Public Safety (Performance Contracts, ARP, Police Home Visits
- * MPRD (Incidents at Facilities, Citizen Access, Quality of Amenities)

Thank you for your attention to this matter. See you all next week!

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748



RESOLUTION

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 3300 Knollwood Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **March 5, 2025**, a public hearing will be held on the **8th** day of **April**, 2025, at 10:30 a.m., to consider adoption of an ordinance for the proposed rezoning of property located at 3300 Knollwood Drive from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential 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.

Sponsored by: Councilmember Josh Woods

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:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential 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 an R-3, Multi-Family Residential 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 an R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. 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, 4. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 8th day of April, 2025, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 12th day of March, 2025 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at 3300 Knollwood Drive.

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential 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 R-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 R-3 districts until the following conditions have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: A traffic impact study will be required for the subdivision. 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, 4. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

Sponsored by: Councilmember Josh Woods

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:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential 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 an **R-3, Multi-Family Residential 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 aa **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: **1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. 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, 4. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

GK Land Holdings, LLC
(Jerry Byrd, Byrd Surveying, Inc., Agent)
3300 Knollwood Drive
Council District 6
Josh Woods



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

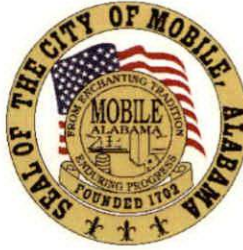
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily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

Given under my hand and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027





THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

February 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on February 20, 2025, considered the request of **GK Land Holdings, LLC** for a change in zoning from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, for the property located at **3300 Knollwood Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

Kari Givens
Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, Alabama 36606

Re: 3300 Knollwood Drive
ZON-UDC-003210-2025
The Knollwood Place, First Addition
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
District 6
Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Applicant(s)/ Property Owner (s):

After discussion, the Planning Commission determined that the following criteria prevail to support rezoning of the property to **R-3, Multi-Family Residential Suburban District**:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. There was a mistake or error in the original zoning map; and
- C) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would not adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. The proposed amendment promotes the community's public health, safety, and general welfare.
- E) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,
- F) Change. Changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of rezoning the property to **R-3, Multi-Family Residential Suburban District**, subject to the following conditions:

ZON-UDC-003210-2025 GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)
February 21, 2025

1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant;
2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court;
3. Subject to completion of a Traffic Impact Study; and,
4. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **\$423.32**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL JR, 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 GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3330 KNOLLWOOD DRIVE.

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.

JERRY BYRD AT BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number

CASEY PIPES

Designee (2)

icp@helmsinglaw.com

Email

251-432-5521

Phone Number

Clarence Ball Jr
Signature of Company Owner

2-14-23
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Revised February 2022



Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at 3300 Knollwood Drive (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Mobile that the following uses shall be prohibited on the property:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The density of any residential development shall not exceed 3.5 units per acre. The buffer between this property and the property to the west will be no less than one hundred feet (100') as demonstrated on the attached site plan dated January 15, 2024.

The above stated restrictions shall run with the land and are fully enforceable by the City of Mobile as a condition of the Rezoning.

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

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

Given under my and official seal this the 14th day of February 2025.

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027



SUPPLEMENTAL JUSTIFICATION TO REZONING APPLICATION

The site is being subdivided to merge two parcels together that have different zoning classifications, so a rezoning is required to create a unified zoning district.

The Future Land Use Map has two different designations for the two portions of this property. One is Mixed Density Residential, and the other is Mixed Commercial Corridor. According to the City's own comprehensive plan, the requested R-3 zoning district is the most compatible zoning district for this property.

The proposed development is seeking a density of only 3.5 units per acre, which is far less than allowed by code, and even is far less than the density of the single-family neighborhood immediately to the West of the subject property. We are filing herewith a voluntary use restriction to limit the density on this site to no more than 3.5 units per acre as a condition of this rezoning.

Further, the proposed protection buffer between the proposed multi-family development and the neighboring single-family development is, at a minimum 100' which is far in excess of the protection buffer that would be required between industrial and residential properties.



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:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Printed February 11, 2016

	Owner	Design Professional
Name:	GK LAND HOLDINGS, LLC	
Firm:		
Phone:	251-433-9801	
Email:		
Address:	1 SOUTHERN WAY, MOBILE 36619	

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3300 KNOLLWOOD DRIVE
 Property Address
 KEY #01470544 & #01742092
 Parcel Number(s) or Key Number(s)
 R-1 & B-1
 Present Zoning or Transect District

747674 SF
 Property Area (acres or square feet)
 R-3 (SUBURBAN)
 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.

Clarence Ball
 Owner Signature

1-16-2025
 Date

Kari P. Giv
 Applicant or Agent Signature (if applicable)

1/16/2025
 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
 I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Kari P. Giv
 Applicant or Agent Signature

1/16/2025
 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm, Wednesday: 8 am – 1 pm

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|--|
| ☒ Planning Commission Application
☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

THIS AREA OF KNOLLWOOD DRIVE HAS MANY B-1 PROPERTIES THAT HAVE FAILED TO DEVELOP. AN R-3 RESIDENTIAL DEVELOPMENT MAY CREATE B-2 DEVELOPMENT.

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

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.

THIS PROPOSAL WILL PROVIDE THE OPPORTUNITY FOR PERSONS 55 YEARS OR OLDER A MODERN PLACE TO LIVE.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

THE HOSPITAL AND MEDICAL OFFICES ADJOINING THIS SITE WERE REMOVED AND OTHER B-1 PROPERTY ON OPPOSITE SIDE OF KNOLLWOOD DRIVE THAT HAS NEVER DEVELOPED. WITHIN 700' OF THE PROPERTY, THERE ARE TWO DEVELOPMENTS THAT ARE ZONED R-3

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Revised February 2016

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.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

THERE IS AN R-1 SUBDIVISION ALONG A PORTION OF THE WEST LINE AND ALL OTHER ADJOINING PROPERTIES ARE VACANT.

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

THERE WILL BE NO ADVERSE AFFECTS ON NEIGHBORING PROPERTIES. THIS DEVELOPMENT WILL LOOK LIKE MANY RESIDENTIAL SUBDIVISIONS. THE NORTHEAST CORNER OF THE ADJOINING SUBDIVISION HAS 4 LOTS PER ACRE AND THE AREA SOUTH OF THAT HAS 5 1/2 LOTS PER ACRE. WE HAVE 3 1/2 LOTS PER ACRE.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

ADEQUATE INFRASTRUCTURE IS IN PLACE.

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.

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C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

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Rev. 2-2019



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL, 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 GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3300 KNOLLWOOD DRIVE.

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.

BYRD SURVEYING

Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Clarence Ball
Signature of Company Owner

Date

1-16-2025

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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Revised February 2014

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C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

N/A

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Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2024

LEGAL DESCRIPTION:

BEGINNING AT A CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, THE KNOLLWOOD PLACE, AS RECORDED IN INSTRUMENT NO. 2024050342, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE SOUTH 89°54'45" WEST 1065.56 FEET TO A CRIMPED TOP PIPE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00°17'15" EAST 672.12 FEET TO A CAPPED REBAR AT THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 00°16'02" EAST 786.33 FEET TO A REBAR ON THE SOUTHWEST LINE OF KNOLLWOOD DRIVE; THENCE SOUTHEASTWARDLY ALONG SAID SOUTHWEST LINE FOLLOWING A CURVE TO THE LEFT HAVING A RADIUS OF 1500.59 FEET AN ARC DISTANCE OF 942.85 FEET (CHORD: SOUTH 32°27'03" EAST 927.42 FEET) TO A CAPPED REBAR AT THE P.T. THEREOF, SAID POINT BEING THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 51°19'15" EAST ALONG SAID SOUTHWEST LINE 771.78 FEET TO A CAPPED REBAR AT THE P.C. OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWARDLY ALONG THE WEST LINE OF MEDICAL PARK DRIVE AND ALONG THE ARC OF SAID CURVE 36.96 FEET (CHORD: SOUTH 08°58'24" EAST 33.68 FEET) TO A CAPPED REBAR AT THE P.R.C. OF A 284.18 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTWARDLY ALONG SAID WEST LINE AND ALONG THE ARC OF SAID CURVE 167.81 FEET (CHORD: SOUTH 16°27'25" WEST 165.39 FEET) TO THE POINT OF BEGINNING.

B-1 ZONING

THE WOODLANDS AT THE PRESERVE
(MB 110 PG. 11)

R-1 ZONING

B-1 ZONING
PROPOSED R-3

R-1 ZONING
PROPOSED R-3

RBF
(5/8")

N 00°16'02" E 786.33'

651.40'

(R&C)

CRF

N 00°17'15" E 672.12'

CTF

(10)

(11)

(12)

(13)

(14)

(15)

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

100' MINIMUM BUILDING SETBACK

17.164 AC.±
747,874 S.F.±

DETENTION BASIN

2A/2B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

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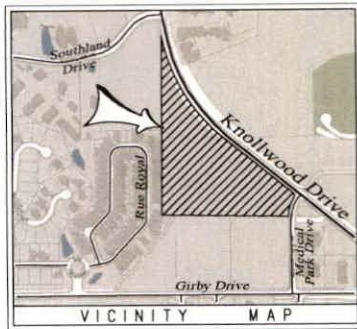
3A/3B

3A/3B

3A/3B

LEGEND

UNIT TYPE	COUNT
UNIT 'A' - TWO BEDROOM	37 UNITS
UNIT 'Ahc' - TWO BEDROOM - HANDICAP	2 UNITS
UNIT 'Aa1' - TWO BEDROOM - SENSORY	1 UNIT
UNIT 'B' - THREE BEDROOM	18 UNITS
UNIT 'Bhc' - THREE BEDROOM - HANDICAP	1 UNIT
UNIT 'Bs1' - THREE BEDROOM - SENSORY	1 UNIT
TOTAL UNITS	60 UNITS
PARKING SPACES:	30
GARAGE PARKING SPACES:	60
DRIVEWAY PARKING SPACES:	60
TOTAL PARKING SPACES:	150
SITE AREA:	17.16 ACRES±



REZONING FOR KNOLLWOOD ACTIVE ADULT COMMUNITY

SMITH CLARK & ASSOCIATES OF MOBILE, D.B.A.

BYRD SURVEYING

2609 HALLS MILL ROAD
(251) 476-5010
SCALE: 1" = 80'
23BS420

MOBILE, ALABAMA
BYRD@BYRDSURVEYING.BIZ
JANUARY 15, 2024

Byrd Surveying

2609 Halls Mill Road • Mobile, Alabama 36606
251-476-5010

January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,



Gerald D. Byrd
GDB/kpg



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 2/3/2025

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Neighborhood Meeting Date: JAN. 30, 2025

Neighborhood Meeting Time: 4:15 PM

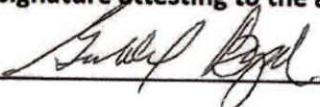
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

The following documents are enclosed (place a checkmark where applicable):

- ☐ Dated photograph(s) of the posted sign(s)
- ☐ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided of referenced at the meeting
- ☒ Additional documents (Describe: EXISTING STORM WATER FLOW, LOT DENSITY OF ADJACENT SUBDIVISION, EXISTING ZONING MAP, BUILDING REQUIREMENTS IN R-1, R-3 & B-1)

Applicant's Name: GERALD D. BYRD
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 1/31/2025

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Neighborhood Meeting

Date: JAN 30, 2025

Time: 4:15 PM

Location of Neighborhood Meeting: _____

ALTA POINTE, 5750 SOUTHLAND DRIVE, MOBILE

Project Location: 3300 KNOWLEDGE DRIVE

Project/Application (e.g. Rezoning from R-1 to B-1): _____

B-1 AND R-1 TO R-3

Applicant's Signature Attesting to the Accuracy of This Sheet:

X [Signature] Date: 1/30/2025

Please Sign In:

Name: Phil GABRIEL Email: contactdxd@aol.com

Address: 3492 RUE ROYAL Phone: 251-545-9394

Name: Chadwick Bourque Email: ChadwickBourque@gmail.com

Address: 3621 Vista Ridge Dr. W. Mobile, AL 36693 Phone: 251-895-5692

Name: TERRY STEWART Email: terrys626@hotmail.com

Address: 3000 FREDRICKSBURG CT Phone: 251-654-1024

Name: Chris & Veronica Harris Email: Charris6@wi.rr.com

Address: 3512 RUE ROYAL Phone: (262) 672-8141

Neighborhood Meeting Sign-In Sheet

Date: JAN 30, 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: ALTA POINTE
 Application(s): _____

Name: Carlos & Vivian Thompson Email: putt4shd@aol.com
 Address: 3451 Rue Royal Phone: (251) 266-8691

Name: Chris & Suzan Touchton Email: suzant2010@hotmail.com
 Address: 3484 Rue Royal Phone: (205) 706-3281

Name: John & Dee Carlisle Email: Jlcarlie@bellsouth.net
 Address: 2904 Blue Ridge Dr. Phone: 251-725-3639

Name: Joe J. Brown Email: _____
 Address: 2912 Blue Ridge Dr E Phone: 251-288-7310

Name: Gynthia Byrd Email: chyed2900@gmail.com
 Address: 2900 Blue Ridge Dr. E 36693 Phone: 251-753-5292

Name: Susan Jones Email: SCMJAL@gmail.com
 Address: 3968 Rue Royal Phone: 480-250-1440

Name: Meredith & Jessice Smith Email: jsmith1025@hotmail.com
 Address: 5908 Blue Ridge Dr. N Phone: 251-510-0347

Name: Rick Salmon Email: SALFAM084@earthlink.net
 Address: 5801 Blue Ridge Dr. South Phone: 916-606-3851
Mobile, AL 36693

Neighborhood Meeting Sign-In Sheet

Date: Jan 30 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: AVA Pointe
 Application(s): _____

Name: Angela + Edward Pischek Email: angedmoki@gmail.com
 Address: 5805 Appomattox Ct. Phone: (251) 402-6837
Mobile, AL 36693 (251) 767-5309

Name: Ben Reynolds Email: council4@cityofmobile.org
 Address: 3908 St Andrews loop E Phone: _____

Name: Alton MAIER Email: MAIERchip@gmail.com
 Address: 3009 Blue Ridge Dr E Phone: 251 5917601

Name: Robert Sparks Email: RWSPARKS@Bellsouth.net
 Address: 3404 Rue Royal Phone: 251-605-8527

Name: Jack McCaskill Email: jack-mccaskill@yahoo.com
 Address: 3463 Rue Royal Phone: 901-351-1838

Name: PAULUS A. BULLOCK Email: BIL2BUL@gmail.com
 Name: WILLIAM BULLOCK Email: bbullock
 Address: 3440 RUE ROYAL Phone: 251-454-2751

Name: Thomas + Debbie Dondayko Email: dondayko@comcast.net
 Address: 3608 Vista Ridge Dr. W Mobile Phone: 251 583 4667

Name: Lori D SCHNEIDER Email: lorischneider269@gmail.com
 Address: 3620 VISTA RIDGE DR. WEST Phone: 251-802-~~1009~~ 0009

Neighborhood Meeting Sign-in Sheet

Date: Apr 30, 2015

Applicant: GR LAND HOLDINGS LLC

Meeting Location: Acra Pointe

Application(s): _____

Name: Gary Olsen Address: 3476 Rue Royal Email: golsen@yahoo.com Phone: 251-979-4086

Name: Sarah Heintz Address: 3005 Alexandra Ct. Email: sarah_heintz@aol.com Phone: _____

Name: Cindy Cazals Address: 3475 Rue Royal Email: cindycazals@gmail.com Phone: _____

Name: Walter Cazals Address: 3475 Rue Royal Email: walter_cazals@hofuaid.com Phone: _____

Name: Barbary Furever Address: 3444 Rue Royal Email: Fretweil@ZBellSouth.net Phone: 251-455-5489

Name: Barbara "Jane" Lander Address: 3432 Rue Royal Email: bjanelande@gmail.com Phone: 251-342-0728

Name: Ronnie Gwen Hatcher Address: _____ Email: ronniehatcher@gmail.com Phone: _____

Name: Chris Touchton Address: 3484 Rue Royal Email: ctouchton@bellsouth.net Phone: _____

Neighborhood Meeting Sign-In Sheet

Date: 1/30/2025
Applicant: SK LAND HOLDINGS INC

Meeting Location: ALTA POINTE
Application(s): _____

Name: Paul Baldwin Email: 5baldwin@bellsouth.net
Address: 3103 James Madison Dr. E Phone: 251-622-3567

Name: HARRIS PORTER Email: HARRISGPORTRER@GMAIL.COM
Address: 5603 JAMES MADISON DR N Phone: 251-643-8511

Name: Ronald Moore Email: ronaldgma@yahoo.com
Address: 3419 Rue Royal Phone: 251-653-0747

Name: Djuana Moore Email: smoore@mobilechristian.org
Address: 3419 Rue Royal Mobile 36693 Phone: 251.599.2038

Name: Mary Ann Pursel Email: Bunny.Pursel@gmail.com
Address: 3407 Rue Royal Phone: 256-682-2455

Name: Bick & Joy Email: FlorenceBick@yahoo.com
Address: 3436 Rue Royal 36693 Phone: _____

Name: Justin Maxie Email: Justinmaxie9@gmail.com
Address: 3917 Medford Drive East Phone: 251-366-6312
251-487-0470

Name: Robin Crusse Email: robincrusse@yahoo.com
Address: 3576 Rue Royal Phone: 251 753 3550

Charlyn, wife
3456 Rue Royal
Mobile, AL 36693
cwhite@mobile.rr.com

Katelin Shea Howell
5817 Blue Ridge Dr S
Mobile, AL 36693
kateinhowell08@gmail.com

Michelle Crowe
5885 Blue Ridge Dr S
Mobile, AL 36693
ismichellecrowe@gmail.com
(951) 422-2059

Kurt Young
300 Alexandria Ct
Mobile, AL 36693
kutyong@outlook.com
859-547-9603

Clint & Kristal Guthrie
3521 Rue Royal
Mobile, AL 36693
kristalspeller3521@gmail.com

Allison Chung
3516 Rue Royal
Mobile, AL 36693
lilhuu2@gmail.com

Christina Roeder
3013 Blue Ridge Dr E
Mobile, AL 36693
cchröder@gmail.com

Jack & Janine Brunet
5912 Couton DR
Mobile AL 36693

jbrunet5878@comcast.net
251-341-0751

Eileen Becker
5755 Mal Dr.
Mobile AL 36693

rwbturtle@aol.com
251-454-5912

Raymond & Diana Haynes
5716 Blue Ridge Dr N
Mobile, AL 36693

dh301@bellsouth.net
251-666-8733

John Chieh
5770 Rue conti
Mobile, AL 36693

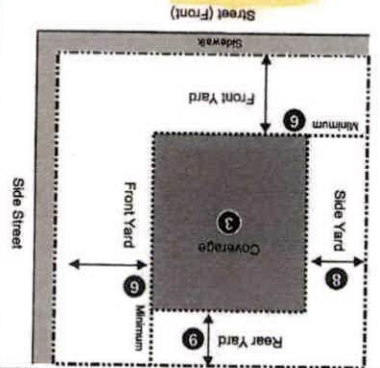
Jnsch2000@yahoo.com
251-366-1835

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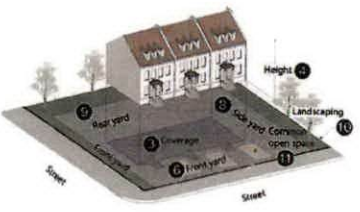
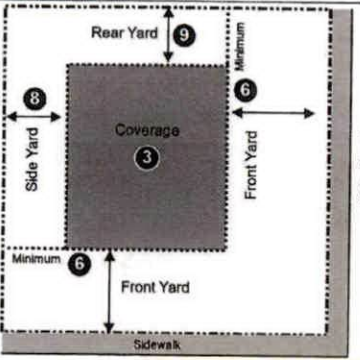
Article 2 Zoning Districts

R-1

District →		Urban R-1	Suburban R-1	Conservation R-1
1	Lot area (minimum)	6,000 square feet	7,200 square feet	Not Applicable
2	Density (maximum)	1 dwelling / lot	1 dwelling / lot	6 dwelling units / acre
3	Coverage (maximum)	50%	35%	75% per individual dwelling lot
4	Height (maximum)	35 feet	35 feet	35 feet
5	Building Size (maximum)	Not Applicable	Not Applicable	Not Applicable
6	Front Yard (minimum)	5 feet	25 feet	5 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	5 feet	5 feet
9	Rear Yard (minimum)	5 feet	8 feet	5 feet
10	Landscaping percent (minimum)	Not Applicable	Not Applicable	Not Applicable
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable	Sufficient to protect natural resource(s)
12	Common Civic Space (minimum)	Not Applicable	Not Applicable	Not Applicable



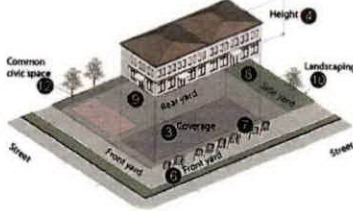
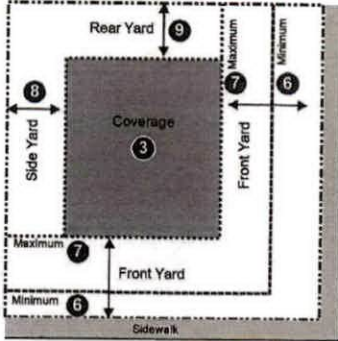
R-3

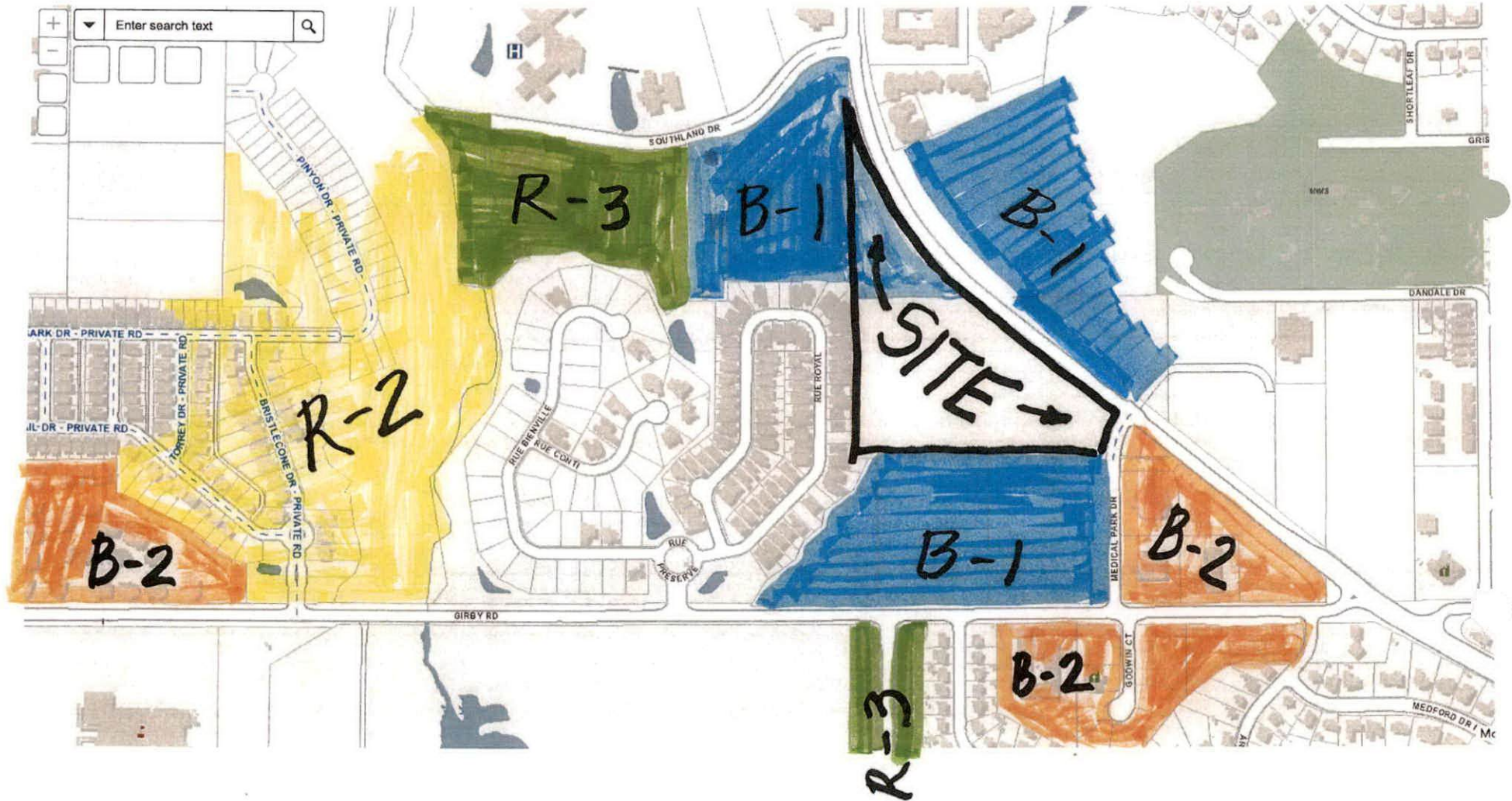
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	Not Applicable	Not Applicable
8	Side Yard (minimum)	5 feet	10 feet
9	Rear Yard (minimum)	5 feet	10 feet
10	Landscaping percent (minimum)	10%	15%
11	Common Open Space per dwelling unit	100 sf	700 sf
12	Common Civic Space (minimum)	Not Applicable	Not Applicable

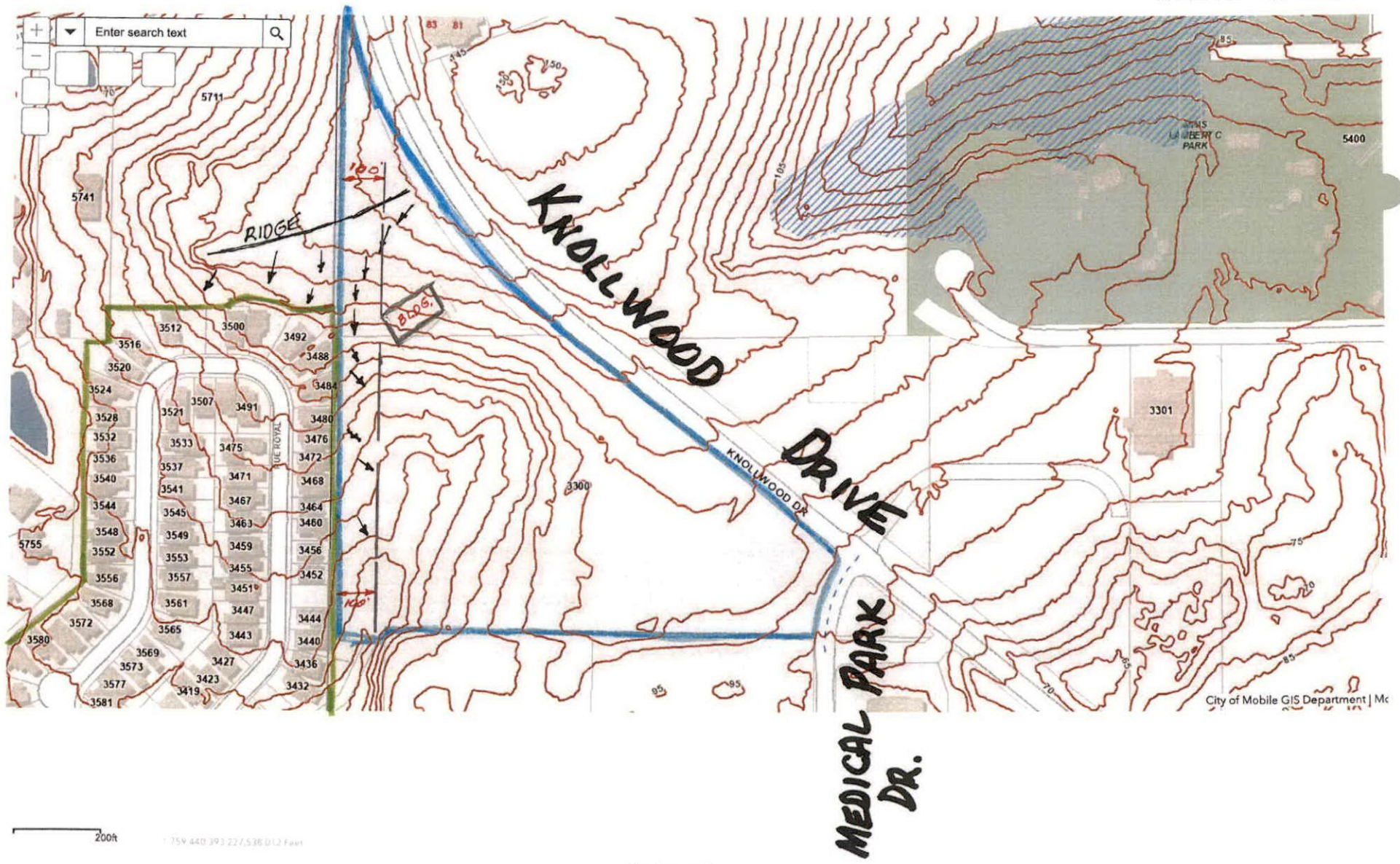
PROPOSED SITE IS 17.16 AC X 25 UNITS/AC = 429 UNITS

Article 2 Zoning Districts

B-1

			
	District	B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	10 feet	25 feet
7	Front Yard (maximum)	45 feet	Not Applicable
8	Side Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
9	Rear Yard (minimum)	5 feet/and required buffer	5 feet/and required buffer
10	Landscaping percent (minimum)	5%	15%
11	Common Open Space per dwelling unit	Not Applicable	Not Applicable
12	Common Civic Space (minimum)	4%	Not Applicable





January 14, 2025

Dear Neighbor,

The owner of the property located at 3300 Knollwood Drive is making an application to rezone the property from R-1 and B-1 to R-3 to construct 60 one-story apartments. The apartments are a mixture of two bedroom and three bedroom units and will be grouped into four unit buildings and five unit buildings and each unit will have a single car garage. The buildings are placed to allow for a 100' setback from the west property line where the site adjoins single family residences.

- The projected rent for each unit is \$800.00 to \$1,000.00 per month.
- The minimum age of the residents is 55 (no children allowed).
- Each unit is furnished with all appliances.
-

You are invited to attend a meeting to discuss any questions you may have concerning the proposal.

Meeting location: AltaPointe Health Systems, 2400 Southland Drive, Mobile, AL 36693

Date: January 30, 2025

Time: 4:15 p.m.

If you wish to contact me prior to the meeting, you may call 251-476-5010, 8:00 to 3:00, Monday to Thursday or email jerry@byrdsurveying.biz.

Sincerely,

Gerald D. Byrd
GDB/kpg

NEIGHBORHOOD MEETING FOR THE KNOLLWOOD PLACE, FIRST ADDITION REZONING

JANUARY 30, 2025 – 4:15 P.M. – ALTA POINTE

THE MEETING BEGAN AT 4:20 P.M. WITH 60 NEIGHBORS IN ATTENDANCE. I EXPLAINED THE PROPOSAL AND HAD A SITE PLAN AND BUILDING ELEVATIONS. ADDITIONAL EXHIBITS WERE THE EXISTING STORM WATER FLOW, EXISTING ZONING MAP OF THE AREA, LOT DENSITY OF ADJACENT SUBDIVISION, AND BUILDING REQUIREMENTS FOR R-1, R-3, AND B-1.

TOPICS DISCUSSED WHEN MEETING WAS OPENED TO QUESTIONS:

1. THE NEIGHBORS DO NOT WANT R-3 ZONING EVEN THOUGH THIS DEVELOPMENT IS RESTRICTED TO ADULTS 55 YEARS OLD OR OLDER AND NO CHILDREN ARE ALLOWED AS RESIDENTS.
2. THE APARTMENT RENTAL RATE WILL BE INCOME ADJUSTED AND THE NEIGHBORS QUICKLY MENTIONED "SECTION 8" HOUSING. I COULD NOT ADDRESS THOSE ISSUES NOT KNOWING THE QUALIFICATIONS FOR APPLYING, BUT DID EXPLAIN THE RENT WOULD BE \$800 - \$1000 PER MONTH.
3. SEVERAL OWNERS STATED THEY HAD STORM WATER RUNNING INTO THEIR YARDS AT PRESENT AND USING THE EXHIBIT I EXPLAINED THEIR WATER PROBLEMS DO NOT COME FROM THIS PROPERTY. I ALSO EXPLAINED THAT ALL INCREASED RUNOFF FROM BUILDINGS AND PAVEMENT WILL BE ROUTED INTO A DETENTION POND AND RELEASED AT THE EXISTING RATE. I ALSO EXPLAINED THAT THE ENGINEERING SITE PLAN AND DRAINAGE CALCULATIONS WILL BE REVIEWED AND APPROVED BY CITY ENGINEERING.
4. THERE WAS DISCUSSION CONCERNING EXISTING TRAFFIC ON KNOLLWOOD DRIVE AND GIRBY ROAD. I DIRECTED THEIR CONCERNS TO BEN REYNOLDS AND JOSH WOODS WHO WERE IN ATTENDANCE AT THAT TIME.
5. USING AN EXHIBIT, I EXPLAINED TWO AREAS OF THEIR SUBDIVISION HAD 4 LOTS PER ACRE AND 5 ½ LOTS PER ACRE. IN COMPARISON, OUR DEVELOPMENT WOULD HAVE 3 ½ UNITS PER ACRE ALTHOUGH THE MAXIMUM NUMBER OF UNITS ALLOWED IS 25 UNITS PER ACRE. OUR PROPERTY IS 17.16 ACRES WHICH WOULD ALLOW 429 UNITS.

AFTER NO FURTHER DISCUSSION, THE MEETING WAS ADJOURNED AT 5:30 P.M.

GERALD D. BYRD

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC
1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

Gary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: *OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16+ acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).*

Dear Mobile City Planning Commission,

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Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is home to bald eagles and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name] - *Yohannes Bekele*

[Your email address] *zeru-aragaw51@gmail.com*

5758 Roe Gault Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 · planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name] PULAK RANJAN DE (Pulak Ranjan De)

[Your email address]

Pulak_ranjan_de@yahoo.com

*5755 Rue Conti
Mobile, AL 36693*

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827. planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

LIPIKA DEY

5755 Rue Conti
Mobile, AL 36693
Lipika Dey

Lipikadey79@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-WDC-003210-2025

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Thank you for your attention to this matter.

Sincerely,



CLINT GUTHRIE - HOA PRESIDENT, THE PRESERVE

3521 RUE ROYAL

MOBILE AL 36693

CLINTGUTHRIE@YAHOO.COM

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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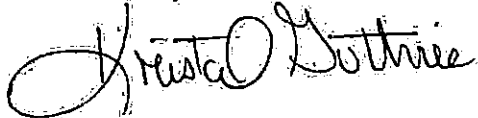
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Thank you for your attention to this matter.

Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalgu3@gmail.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris & Veronica Harris 3512 Rue Royal Veronica Harris
charris6@wi.rr.com Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)



scmijal@gmail.com

3568 Roe Royal Mobile, AL 36693

Mobile City Planning Commission, (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 - planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Sherry B. May
3488 Rue Royale
Mobile, AL 36693

Proposed Rezoning of 3300 Knollwood Drive on 2/20/25

From Jack McCaskill <jack_mccaskill@yahoo.com>

Date Tue 2/18/2025 9:40 PM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from jack_mccaskill@yahoo.com. [Learn why this is important](#)

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

Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by **Clarence M. Ball, Jr.** and his company, **Ball HealthCare Services, Inc.** The proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood, and I have several concerns regarding this development.

Firstly, the introduction of HUD income-assisted housing is likely to have a detrimental impact on home values in our area. The character and appeal of our neighborhood are significant factors in maintaining property values, and the proposed development could undermine these aspects.

Secondly, the increase in traffic resulting from the new housing units will exacerbate congestion on our already busy streets. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

Additionally, I am deeply concerned about the environmental impact of the proposed development. The site is less than half a mile away from the **Environmental Studies Center** (<https://www.mcpsesc.com>), an important sanctuary that is **home to bald eagles** and other endangered species. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. In fact, Girby Road collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) will likely result in additional drainage issues.

The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely, Jack M MCCASKILL

3463 Rue Royal

Mobile, AL 36693

Email: jack_mccaskill@yahoo.com

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

Dear Mobile City Planning Commission,

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

Melville Sternberg, MD
STERNBERGM@YAHOO.COM

3472 Rue Royale Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

[Your Name]

Carlos + Vivian Thompson

[Your email address]

putt4shob@aol.com

3451 Rue Royale
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827, Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Suzanne Loeckton
3484 Bee Royal
Mobile, AL 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Chris Lauchter
3484 Rue Royal
Mobile, AL 36693

Zoning Change Request for 3300 Knollwood Dr.

From gwann55@aol.com <gwann55@aol.com>

Date Tue 2/18/2025 5:10 PM

To Planning <planning@cityofmobile.org>

[Some people who received this message don't often get email from gwann55@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Hello,

I live in the Leesburg subdivision off Knollwood drive and would like to respectfully state my opposition to the requested zoning change from R1 to R3 for the property at 3300 Knollwood Drive. There are presently two multi-family properties on Knollwood and adding another will make exiting my neighborhood even more difficult than it is now. Traffic is already very difficult to merge into, even when making a right turn.

There are also several very well-kept established neighborhoods as well as Leesburg directly off Knollwood, and I would like to see another single-family home neighborhood developed on this property in order to maintain the integrity and value of these existing homes. We maintain our homes to keep their value current, and as they increase in value, we pay addition property taxes to support Mobile County.

Thank you for your consideration.

Sincerely,
Gary A Wanner
3001 Alexandria Court
Mobile, 36693

Mobile City Planning Commission (Planning & Zoning/City of Mobile)
P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300 Knollwood Drive The Knollwood Place, First Addition GK Land Holdings, LLC (Jery Byrd, Byrd Surveying, Inc., Agent) District 6 Subdivision of 1 lot, 17.16± acres; and Rezoning from Single-Family Residential Suburban District (R-1) and Buffer Business Suburban District (B-1), to Multi-Family Residential Suburban District (R-3).

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The Environmental Studies Center is a vital resource for our community, providing educational opportunities and preserving local wildlife. Any negative impact on this sanctuary would be a significant loss for both current and future generations.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Residents of the Preserve Subdivision, Girby Road (Names/Addresses/Signatures below)

Kathy Brannon
3488 Rue Royal
Mobile, AL 36693

Proposed rezoning of 3300 Knollwood Drive on 2/20/25

From Allison Chung <lilhwn2@yahoo.com>
Date Mon 2/17/2025 8:36 PM
To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from lilhwn2@yahoo.com. [Learn why this is important](#)

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Re: Feb 20, 2025 Agenda, Item #15, [SUB-003209-2025](#) & [ZON-UDC-003210-2025](#)

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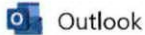
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Allison Chung

lilhwn2@yahoo.com



Outlook

3800 Knollwood Drive, zon-udc-003210-2025

From Robin Crusse <robincrusse@yahoo.com>

Date Sun 2/16/2025 10:21 PM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from robincrusse@yahoo.com. [Learn why this is important](#)

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ref: 29 January 2025 ltr; Mobile City Planning Commision Public Hearing

- 1) I own and reside in The Preserve Sub-division, adjacent to subject parcel.
- 2) The proposed rezoning and subsequent construction of 60 units in 15 quads on 17 acres will adversely affect our quality of life. The site is atop an incline next to the Preserve. There is a wooded wetland separating the two. The runoff from the proposed construction and parking areas runs onto Preserve single family residences. All residences require flood insurance,
- 3) The land was previously intended to build the Mitchell Cancer Institue but was not suitable due to springs and drainage,
- 4) Each unit will have a garage. The additional vehicle activity will increase the traffic volume on Medical Drive, Knollwood drive and Girby Road. Burns Middle School is located on Girby Road. Knollwood Drive and Girby Road are narrow 2 lane thorough fares with deep culverts running parallel. Medical drive is existing from Old Knollwood Hospital. The traffic flow is barely acceptable now and will be extremely dangerous with the extra vehicles.
- 5) Thank for considering these points that impact safety form increased traffic and water runoff

Robin E. Crusse
3576 Rue Royal
Mobile, Alabama, 36693

Proposed Rezoning at 3300 Knollwood Dr on 2/20/25

From Robin Elliott <trj1003@gmail.com>

Date Tue 2/18/2025 11:32 AM

To Planning <planning@cityofmobile.org>

Some people who received this message don't often get email from trj1003@gmail.com. [Learn why this is important](#)

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

Re: Feb 20, 2025 Agenda, Item #15, SUB-003209-2025 & ZON-UDC-003210-2025

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Dear Mobile City Planning Commission,

I am writing to formally object to the proposed rezoning of the property located at 3300 Knollwood Dr., which is being developed by Clarence M. Ball, Jr. and his company, Ball HealthCare Services, Inc. There are several reasons that I object to this project in our neighborhood.

First off, the negative impact it will have on our property values is of utmost importance. We've all worked hard to pay for and maintain the value of our homes in this area and the proposed rezoning will allow for the construction of HUD income-assisted housing in our neighborhood which will bring property values down.

Secondly, the increase in traffic resulting from this proposed housing project is of great concern. We already have heavy traffic due to Burns Middle School and also a dangerous intersection at Knollwood and Girby. This will not only inconvenience current residents but also pose safety risks, particularly for children and pedestrians. Girby Road is the only access to Burns Middle School.

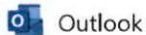
I'm greatly concerned about the environmental impact of the proposed development. The site is less than half a mile away from the Environmental Studies Center. This area has been a sanctuary for the beautiful animals and a secure habitat for them at the ESC. The construction and subsequent stormwater runoff from the numerous planned buildings could severely affect this delicate ecosystem. I've witnessed major issues with storm drainage since living in The Preserve for the past 7 years. In fact, I was unable to leave the neighborhood due to water flow after a storm. Girby Road actually collapsed and was closed for several months in 2014 (directly in front of the E.S. Center) due to excessive storm runoff on 4/30/2014. Additional construction (like this proposed multi-family development) always results in additional drainage issues. Proceeding with rezoning without consideration of the negative impact for current residents and the impact on the ESC makes no sense. Any negative impact on the Environmental Studies Center would be a significant loss for both current and future generations. We have to preserve this beautiful, natural habitat.

Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Robin Elliott
3480 Rue Royal
Mobile, AL 36693
Trj1003@gmail.com



Outlook

Information For Stopping Zoning

From salfam0184@earthlink.net <salfam0184@earthlink.net>
Date Sat 2/15/2025 2:03 PM
To Planning <planning@cityofmobile.org>
Cc salfam0184@earthlink.net <salfam0184@earthlink.net>

Some people who received this message don't often get email from salfam0184@earthlink.net. [Learn why this is important](#)

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Good afternoon, City of Mobile,

I'm curious who I need to voice my concerns to about a developer, Clarence Ball that wants to change the current zone of R1 to an R3 in a vacant lot on Knollwood Dr. From what I understand Mr. Ball would like to build 60 plus small homes to start with for 55 and over and have the rents subsidized with a form of Section 8 or government funding. Not only will this lower mine and my neighbor's current property value in the Leesburg neighborhood. It will also cause a lot of traffic congestion that this area does not need. Additionally, it will cost the City of Mobile tax revenue dollars should all of homes lose property value because of these homes. I know all too well what happens to neighborhoods and communities when these types of homes are allowed to penetrate upscale neighborhoods such as mine and surrounding neighborhoods on Knollwood Dr. **Please DO NOT turn this area into the ones that I left behind in Northern California. It's a disgrace what those idiot, corrupt politicians in that state have done.** I'm sure if Mr. Ball wants to build upscale homes that will not require any subsidizing most of the people in these neighborhoods would be all for it.

Sincerely
Rick C Salmon
916-606-3851 Mobile phone

February 17, 2025

COMMENTS RE: The Knollwood Place, First Addition

Carolyn J White
3456 Rue Royal
Mobile, AL. 36695

I know it is our responsibility to take care of the less than and ensure they have suitable safe housing,

Below are my concerns thus far:

1. Will a retaining wall be erected to slow water flow into preserve neighbor's yard?
 - a. Developer for the Preserve failed to put in proper drainage to redirect water from underground springs thus rendering properties constantly staying we, soil erosion.
2. Has the Corps of Engineers been contacted for Wetland permits or preservation?
3. New Flood Plain Maps since 1984 to show if area is in a flood zone
4. PERT (Percolation test) Assessment done to test the drainage of the soil and impact to surrounding neighborhood, the
5. NEPA (National Environment Policy Act) since this is being federally funded, should follow some federal regulations on wetlands, environmental disturbance and protection.
6. Traffic Impact Study – will intersection at Girby and Knollwood be widen and traffic lights put up.
7. Update to City website regarding underground springs – Preserve is surrounded by Underground springs causing extensive flooding and soil erosion throughout
8. Why is previous medical building still standing? What is the environmental impact if any?
9. Will the development Project Delivery Team involve or have a rep from neighborhood to ensure interests are adhered to thought construction, operation and maintenance life.

Thank you,
Carolyn J. White

Online Comments received for PC – February 20, 2025

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-01-30 01:08:08

I attended the community meeting held January 15. The Planning Application (pp. 16 onwards in the meeting document available here) was not presented to that meeting. In addition the summary of the meeting presented by the Developers to the City is grossly misleading and is totally inadequate. The meeting summary does not mention that the single plan circulated on paper at the community meeting was so small that it was almost unreadable and the Developers promised to send an electronic copy to all attendees that would be more easily readable; they have not yet done so. The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement as the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed minimum rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify many of their contentions such as that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters that the Developers stated at the meeting. There is no mention of the community request for a wall along the West side of the lots. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the City and the Developers refused to grant even that courtesy to the community. Finally the meeting summary does not mention that a vote was taken towards the end of the meeting after discussions and the Developers agreed at that time that it would be recorded in the meeting summary. I counted 24 attendees and my (unofficial) vote count was 24 against zero for zero abstain. This indicates strong community opposition to this development. Since the Developers explicitly agreed to include this vote in their meeting summary reported to the City its omission from the summary is a serious matter that the Developers should be asked to explain. In short the Developers clearly have no respect for the local community. They held this meeting only because they were required to but they presented almost no actual or credible information made wild statements of fantasy that they could not back with evidence made no effort to provide common courtesy (such as readable detailed plans or sight of their application or meeting summary prior to submission) to community members and have reported on the meeting inaccurately. Others may add further omissions from their summary. I asked the Developers to add my points to their summary before submission but it appears to have been already submitted to the City. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am completely unrelated (as far as I am aware) to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stephen Russell

sr62180@gmail.com

616 Shenandoah Rd W

2025-02-07 23:49:32

I live in Ridgefield Subdivision south of the planned development on East Drive. I oppose this change in zoning for the below reasons: 1. East Drive is a cut through street from Airport Blvd. through Ridgefield subdivision to Old Shell Rd. 2. Opening East Drive to a large apartment complex increases the traffic through our subdivision increasing likelihood for car accidents with the many children playing in and around the streets of the subdivision. 3. I have not seen a traffic study in the application.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Jessica Henderson

jnhenderson@gmail.com

6012 Shenandoah Rd. N.

2025-02-10 15:04:28

As a resident of Ridgefield I oppose this zoning change for the safety of the children in our neighborhood and our quality of life. Cut-through traffic from Airport blvd to Old Shell is already excessive. Additional multi-family housing will bring more. Ridgefield is a wonderful neighborhood for families. Please help us preserve it.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-14 01:05:49

Rezoning 162 & 186 East Dr R2 to R3 ZON-UDC-003166-2024 To announce the Community meeting the signage requirement from the City Meeting regulations (Article 5 Section 64-5-4 page 2) is

"One...sign...placed on the property per street frontage or per 400 linear feet of street frontage (if the site has more than 400 feet of street frontage)". For the lots in question there are two street frontages (Center Drive and East Drive) each 278 ft (see site plan). That is a total of 556 ft street frontage. Therefore two signs were needed. Only one sign was placed; on East Drive (see Meeting Documents filed). Many citizens use Center Drive and they were not made aware of this meeting as required. The City requirements for the meeting further state "Postal notices must contain the following information:...iv. Applicant or agent's valid phone number and email address." The postal notices sent to neighborhood residents (see copies filed with the Commission) contained neither phone number nor email address. The proposers were asked for their e-mail address at the Community meeting and they declined to tell the attendees. In addition the City requirements state "Postal Notification...required...no less than 15 days before the meeting". The meeting was held January 15; the original meeting notice although dated December 20 2024 was only delivered (bearing in mind the holiday postal delays) in January. The revised notice was dated January 2 2025 and postmarked January 3 2025 so the proposers are admitting that it was not sent out giving sufficient notice. In summary the Community meeting was not called in accordance with City requirements. If the proposers cannot follow simple rules for calling a meeting they clearly won't be able to follow complex and vitally important regulations regarding electrical safety gas safety road safety drainage fire safety environmental sustainability structural integrity hurricane resistance and countless other critical issues involved in construction. I respectfully request the Commission to deny this Rezoning request making clear that these Developers fall well short of the requirements for community respect and support. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Ryon Mcdermott**rmcdermott@southalabama.edu**6131 Pherin Woods Ct****2025-02-15 01:27:04**

These developers are not being straightforward with the existing residents. The documentation of the neighborhood meeting they have prepared for the city is not accurate. The Planning Application (pp. 16 onwards) was not presented at the meeting with residents on East Drive. In addition the report on the meeting is totally inadequate: it does not mention that a vote that was taken and the Developers agreed would be part of the meeting summary (I counted 24 attendees; my unofficial vote count was 24 against zero for zero abstain). It does not mention that the plan circulated on paper at the meeting was so small that it was almost unreadable and the Developers promised to send attendees an electronic copy that would be more easily readable (which they have not yet done). The summary states that the meeting was concerned about the accuracy of the plans; this is an understatement since the single plan presented was either incompetently prepared or deliberately deceptive regarding the location of the lots in question. There is no mention of the proposed rent to be charged \$3000. There is no mention of the fact that the Developers were woefully unprepared for questions and had no idea of typical salaries of for example PhD students and therefore could not justify their contentions which included that that this would be suitable for PhD students or families. There is no mention of the credit score requirements for prospective renters which was stated at the meeting. Nor is there any mention that the attendees asked to be sent a copy of the proposal when submitted to the city and the Developers refused to grant even that courtesy to the community. There is no mention of the community request for a wall along the West side of the proposed development. For all of these reasons I am deeply concerned about this development especially if a privacy wall is not constructed. I do not believe this development should move forward. We have a safe and peaceful community with many children and thus safety is paramount.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lauren Pritchett**laurenspritchett@gmail.com**6102 Pherin Woods Ct****2025-02-16 21:51:32**

Please stop messing with our neighborhood. The vape store was bad enough. Then full use of West for the apartments- when supposed to use Old Shell only. Makes residents want to move out. Thank you for considering.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

John Bridges

jbrdg1@bellsouth.net

6036 Sussex Dr

2025-02-18 02:05:52

The drawing submitted to the people at the meeting on this project had the location of the project on the east side of University Blvd when it is actually on the west side. This was stamped by a professional engineer. What can we expect from these people if they can't tell us where they are building?

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Miller Mosley

millermosley1@gmail.com

6126 Pherin Woods Ct

2025-02-18 20:53:43

As a neighborhood on Pherin Woods Court we do not want this to be built. This will effectively diminish our property values.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Stefan & Tom Koerner

stefan.koerner@evonik.com

6098 Pherin Woods Ct.

2025-02-18 21:52:05

We completely disagree with the rezoning of the property.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Michelle DuBose Adams**michelleduboseadams@juno.com**6008 Ridgefield Place****2025-02-19 02:20:29**

Good evening Commissioner Woods This email comes to you in grave opposition to the application request for rezoning of property 186 and 162 East Drive from an R2 to R3 multifamily residential status. I urge you to consider the impact that the proposed change would bring to the already busy flow of traffic on East Drive. Even though East Drive is a relatively short street with single lane traffic flowing in each direction it is located between the USA Mitchell Center on the street's northern edge stretching toward the south into the Ridgefield subdivision. In addition to the traffic from the residences and through traffic there are currently already two apartment complexes a Kingdom Hall of Jehovah's Witnesses Islamic Center School and Mosque Mavis Discount Tires Peppermint Gelato Shop and a host of patio homes with some currently used a leased property. The property was converted from R1 to R2 zoning to accommodate family styled housing to which all nearby celebrated. Even the current apartment complex was aware of the negative impact upon the community landscape and closed off their property to flow out to Center Drive in order to minimize the impact of daily traffic within the community. Respectfully submitted Michelle DuBose Adams

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Charles Kraft**cksystem@bellsouth.net**5929 Windham Ct****2025-02-19 13:12:58**

The proposed development will create a traffic nightmare on East Drive and will lower the property values for all who live on East Drive. This is an ill conceived truly horrible plan. No consideration for current residents exist in this plan. Please do not allow this to happen.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

Rodger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-19 14:38:26

I received from Ms. Tania Rizzuto a copy of the Neighborhood Meeting Summary for this proposal (available on your website) prepared by the Applicants. Very soon afterwards (22 minutes later the same day at 08:41 AM) I replied pointing out many serious shortcomings of the meeting summary as reported to the Commission in a comment I sent through the Commission's website earlier this month.* I requested that my comments be added to the Summary sent to the City (in fact the Summary may already have been sent to the City but the Applicants could have added an Addendum). Ms. Rizzuto replied copied to nbhasin@gmail.com (I assume that is one of the Applicants) the same day at 4:01pm. Her message in full is: "Hello" Thank you for reaching out with your questions and/or concerns. I want to assure you that your message has been received and someone will follow up with you shortly to address your inquiries." I am writing this comment to place on record that up to the present time I have not heard back from any of the Applicants. This follows a clear pattern established at the Neighborhood Meeting: these Applicants make many promises to try to placate Community criticism but never have any intention of actually following up on any of their promises. At the Neighborhood Meeting they made many promises to send attendees information later but they did not carry out those promises. It is regrettable that the Applicants did not submit a complete and accurate account of the Neighborhood Meeting and moreover ignored an attendee pointing out those misrepresentations. By behaving in such an unprofessional and unethical manner these Applicants are surely demonstrating that they are not fit to undertake this development and accordingly the rezoning request from these Applicants is not supportable. I respectfully and strongly urge the Commission to deny this request as the Applicants have repeatedly demonstrated their continued refusal to communicate in a professional and ethical manner with Community members. I should make clear that I am not related in any way as far as I am aware to Commissioner Josh Woods. *In brief the Applicants' Summary omits the meeting vote showing strong community opposition; it omits that the meeting felt that the siteplan circulated was too small to be readable and the developer promised to send a larger copy by e-mail which they have so far failed to do; it omits the finance details stated at the meeting; it omits the attendees' request for a copy of the proposal submitted which the Applicants denied; and it omits the community request for a wall along the West side of the lot.

Agenda #14 ZON-UDC-003166-2024

Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)

James Mark Swanzy

markswanzy@gmail.com

6139 Pherin Woods Ct

2025-02-19 15:32:53

I am opposed due to this property adjoining our subdivision as 4 to 6 recent rental property developments around our subdivision have all caused problems for the existing residence including additional traffic issues and pedestrian traffic crossing streets from these rental properties has increased near misses of vehicles hitting these pedestrians and reduced property value issues. So we are not opposing this development based on what might happen to our subdivision but what has happened in recent years and is happening presently. In the other 4 to 6 rental property developments the city never made these properties do what they said they were going to do like limit entrances to streets keep streets landscaping cut and edged border fencing maintained better lighting on streets etc. Old Shell can not handle more traffic from side streets with the volume multiple family/resident properties will allow. The proposed property developers talk about luxury apartments will be more expensive with better residents with credit scores above 800. First you can have a credit score of 800 and not be able to afford a luxury apartment. Second the proposed development has no green space pool or other amenities that does not sound like a luxury development to me. Due to the close proximity to the Uni. of South Alabama all these developers never charge the rents they say they always lower the rents for students to be able to afford these properties and then do not properly maintain them. Uni. of South Alabama just purchased the apartment complex at the corner of Old Shell Rd. and West Drive and they bought the old Morrison Nursery property on West Drive. Does Uni. of South Alabama plan to build more student housing on West Drive about 200 yards from the apartment complex they just purchased? Who knows? We do not feel it is right for the City to continue to change zoning from single family residential to multi-family among existing subdivisions. The apartment complex Uni. of South Alabama just purchased was approved as single family apartments with 300 parking spaces but the developer sold it as single bedroom rentals so four students to an apartment. That led to the developer needing 300 more parking spaces. They purchased the property across the street and built a parking lot which is against multiple city ordinances that state it would be dangerous to have parking lots across the street from the rental property. So we now have students wearing dark clothes wearing ear buds and walking out in front of vehicles on West Drive on a daily basis.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Lisa & Jeff Beaverstock**jeff_beaverstock@alsd.uscourts.gov**6062 Brandy Run Rd S****2025-02-19 16:17:01**

We write today in opposition of the rezoning request for ZON-UDC-003166-2024 located at 162 and 186 East Drive. We attended the community meeting hosted by the developers at the University of South Alabama last month. The members of the community raised many concerns about the proposed rezoning application and the developers' intentions for the property. The developers' summary of the meeting submitted to the Commission does not accurately convey the sentiments expressed at the community meeting. The information provided by the developer was extremely limited and indicated the primary goal was to achieve the maximum occupancy allowed by the zoning regulations. The view of the community expressed by a vote of all present was decidedly against the project and the negative impact it would have on the surrounding neighborhood. We have lived in the Ridgefield subdivision for more than twenty years. Our neighborhood is quiet but has always had a problem with the volume of non-resident traffic cutting through our neighborhood from Airport Boulevard to the University of South Alabama. The requested zoning change and the proposed project will only exacerbate our traffic problem. To put it simply the requested rezoning would not constitute orderly development and would definitely not support the general welfare of the neighborhood. The proposed rezoning is inconsistent with the character of our neighborhood. We respectfully ask that you deny this rezoning application.

Agenda #14 ZON-UDC-003166-2024**Shabbir Hossain (Vincent D. LaCoste, II, Bethel Engineering, Agent)****Renee Smith**reneeandshawn@yahoo.com**6040 Sussex Dr****2025-02-19 19:32:55**

Opposed to proposed rezoning from R2 to R3 :-Procedural problems: neighbors not notified or provided required information per Code.-Substantive problems: Proposal not consistent with surrounding development and is not appropriate or compatible with the current zoning classification; Proposer cites financial harm to himself as justification for his request for zoning change. This justification is inconsistent with the Unified Development Code (UDC) 64-5-5.E and does not have the objective of carrying out a sound stable and desirable development such as that originally proposed and approved when he acquired the land.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Alton Maier
maierchip@gmail.com
3009 Blue Ridge Dr E
2025-02-10 19:31:57

We do not need a project with that much population density added to this part of the city To much traffic as it is

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Stephanie Jones
jones@chbss.org
5612 James Madison Dr. N
2025-02-17 22:07:42

Please do not recommend that the old Knollwood Hospital property facing Knollwood Dr. be rezoned for apartments--even for people 55 and older. Chances are no agency would ensure the age or number of individuals living in each unit. Also the density of apartments on and very close to the Government St. end of Knollwood Dr. is already significant! An increase in traffic would mean more LOUD music and more BLASTING muffler sounds--especially late at night. Additionally more litter often comes with more traffic--and sometimes more crime with more people! Please help preserve the value and peace of the single-family homes that already exist in the proximity of the Knollwood Hospital property. Current apartment dwellers will also thank you for not increasing traffic noise litter and possible crime. Please vote NO on Agenda #15. Thank you!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Karlene Vesely
kwvesely@aol.com
5608 James Madison Dr N
2025-02-18 00:06:09

PLEASE! No more apartments on Knollwood. It's out of control traffic as it is now.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025

GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Charly Luellen

molulu@msn.com

5552 James Madison Dr N

2025-02-18 01:13:19

Thank you for giving me this opportunity to express my opinion. Our family (and neighbors!) Are **STRONGLY OPPOSED** to any more large developments in this area... we have already had instances of builders 'bait and switch'... saying they will build senior housing... then once it is rezoned they build apartments large subdivisions low-income housing etc... the infrastructure here can not handle another large development neither can the schools. And this is supposed to be a watershed area... they have been chopping away at it for years now. PLEASE I beg you to protect us Our investment our security and our **ENVIRONMENT..** please do not allow them to build any more apartments or subdivisions here! My family is ok with a reasonable **SENIORS ONLY** housing... but please make them guarantee this! Bait and switch is wrong. Thank you again for your time and the ability to give my opinion. Best wishes to you and yours.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025

GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Joan Gardner

jlgardner723@gmail.com

5550 James Madison Drive S

2025-02-18 15:14:20

Thank you for the opportunity to oppose the rezoning at 3300 Knollwood Drive. I have traffic concerns. There are already 3 existing apartment complexes within a mile or closer of this location - Sandpiper at Government Blvd. and Knollwood Dr. Woodside Apartments at Highway 90 and Landsdowne Drive and 61 Ninety West at Girby Road and Lloyd's Lane. Knollwood Drive already serves as a major south/north road and is heavily travelled - even on weekends. Please consider this from a safety standpoint and take into account the number of apartment complexes already in the area. Thank you.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

David Brock
davidbrock67@bellsouth.net
2908 Petersburg Ct
2025-02-18 17:22:05

I am against the rezoning of the property to R-3. The Crossings Sandpiper Longleaf Pines and Turtle Creek are all existing multi family properties in the immediate area. The traffic along Knollwood Dr and Girby Rd is already dense and cannot support yet another multi family property. This presents a danger to both automobile and pedestrian traffic. The impact of additional crowding of the the existing schools in the area should also be considered. Additionally there are numerous single family residential neighborhoods in the area whose property values will be negatively impacted by this rezoning. Thank you for considering by comments and your service on this Commission to ensure safe and sustainable growth in Mobile.

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Jason Salzberg
jason@gordon-oaks.com
3145 Knollwood Dr
2025-02-18 19:30:17

Hello. My name is Jason Salzberg. I am the general manager at Gordon Oaks Senior assisted and Independent living at 3145 Knollwood Drive in Mobile AL.. As you can imagine it is very disheartening to see that the city is considering approval for a new building project called Knollwood place right around the corner from our campus. Our campus has 3 senior Independent living buildings totaling 90 units as well as an Assisted Living facility and a Nursing home. Allowing The Knollwood place to be built right in our back yard would be devastating for us and our residents. Please consider that Knollwood Healthcare Nursing home and the Gordon Oaks facilities have been established pillars of the area for many many years. We respectfully ask you not to approve the Knollwood Place project. Thanks so much. Jason

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Mary Dueitt
mbdueitt@bellsouth.net
3105 James Madison Dr W
2025-02-18 22:55:05

As a resident of Madison Place subdivision I am against apartment housing this close to the vicinity of my residence for fear of causing our property value to decrease

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:00:55

100% Categorically against the Planned Rezoning!!! The list of reasons is a mile long - but a few simple ones are the traffic on Knollwood the nearby retention pond and the simple destruction of a nice neighborhood area. Every person that I know that lives and owns land near this area is 100% against this change. We will NOT support this change and we will continue to oppose everyone and everything related to this change!!!

Agenda #15 SUB-003209-2025 & ZON-UDC-003210-2025
GK Land Holdings, LLC (Jerry Byrd, Byrd Surveying, Inc., Agent)

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:05:13

Just wanted to make sure you got my last 100% against this change! Again...100% fully and completely against this change! NO Negative DO NOT DO IT - totally disagree - it's a terrible idea and we are ALL AGAINST IT!!!! We do NOT support this proposed change!!!!

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC

1 Southern Way
Mobile, AL 36619

Knollwood Development, Inc.
c/o USA Foundation
P. O. Box 3148
Mobile, AL 36652

Southern AL Acquisitions I, LLC
1800 Rockaway Ave., Suite 200
Hewlett, NY 11557

Equity Trust Company Custodian FOB
John F Loupe IRA
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Phillip & Edna Gabriel, Jr.
3492 Rue Royal
Mobile, AL 36693

Mary Britton & Sherry May
3488 Rue Royal
Mobile, AL 36693

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

ary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

Carolyn J. White, Trustee
3456 Rue Royal
Mobile, AL 36693

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

Martha Jean Reeves
6108 Macarthur Place Ct. S.
Mobile, AL 36609

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

Altapointe Health Systems, Inc.
5750A Southland Drive
Mobile, AL 36693

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
Baton Rouge, LA 70810

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

Leo & Sidney Cain, Jr.
3447 Rue Royal
Mobile, AL 36693

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

Varsha Kulkarni &
Indrakaran Rao Penmaraju
3455 Rue Royal
Mobile, AL 36693

Tanner McGill & Payton Mohan
3459 Rue Royal
Mobile, AL 36693

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

Walter & Cynthia Cazalas, Jr.
3475 Rue Royal
Mobile, AL 36693

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

Armando Rodriguez-Castro
& Armando Rodriguez
3503 Rue Royal
Mobile, AL 36693

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

David & Mary Bark, Jr.
3496 Rue Royal
Mobile, AL 36693



Agenda Item # 15

SUB-003209-2025 & ZON-UDC-003210-2025

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

3300 Knollwood Drive

Subdivision Name:

The Knollwood Place, First Addition

Applicant / Agent:

Jerry Byrd, Byrd Surveying, Inc.

Property Owners:

GK Land Holdings, LLC

Current Zoning:

R-1, Single-Family Residential Suburban District &
B-1, Buffer Business Suburban District

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential
& Traditional Center

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Subdivision Regulations
- Map for Mobile Comprehensive Plan

Proposal:

- Subdivision approval to create one (1) legal lot of record.
- Rezoning from R-1 & B-1 to R-3.
 - Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Subdivision proposal with nine (9) conditions; and
2. Rezoning with one (1) condition.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	6
Exhibits	8

PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025
 APPLICANT The Knollwood Place, First Addition
 REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



SITE HISTORY

Rezoning of the North portion of the site from R-A, Residence Agriculture District, to B-1, Buffer Business District, was adopted by City Council at its April 7, 1981, meeting.

The South portion of the site was recently recorded as Lot 1 of The Knollwood Place Subdivision, the plat for which was approved by the Planning Commission in April 2024 and subsequently recorded in Probate Court.

There are no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

Subdivision:

FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Revise NOTES #7 – Delete “...(FLIGHT 21 - #85)...”.
- C. Revise NOTES #7 – Revise “...LOT A – 100,000 SF.” to “LOT A – NONE.”
- D. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

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.

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-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

The purpose of this application is to create one (1) legal lot of record from an existing legal lot of record and one (1) metes-and-bounds parcel. The site is served by public water and sanitary sewer.

The site has frontage along Knollwood Drive, a major collector street requiring a 100-foot-wide right-of-way, and Medical Park Drive, a minor street with curb and gutter requiring a 50-foot-wide right-of-way. The plat depicts a sufficient right-of-way widths along both streets, making additional dedication unnecessary.

A 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive was dedicated with the recording of the most recent subdivision and should be retained on the Final Plat, if approved.

The lot, as proposed, exceeds the minimum area requirements for lots served by public water and sanitary sewer in R-1 Suburban and B-1 Suburban districts, and it will exceed the same requirements for similar lots in an R-3 Suburban district if the rezoning request is approved. The lot's size is labeled in both square feet and acres on the preliminary plat, as required by Section 5.A.2(e)(4) of the Subdivision Regulations. This information should be retained on the Final Plat, if approved; or provision of a table with the same information on the Final Plat will suffice.

The proposed lot meets the minimum 60-foot width requirement of Section 6.C.2(b)(2) of the Subdivision Regulations for residential lots located within the Suburban sub-district.

A 25-foot front yard setback is illustrated along Knollwood Drive and Medical Park Drive on the preliminary plat, in compliance with Section 5.C.2.(i) of the Subdivision Regulations, and Article 2, Section 64-2-7.E. of the Unified

Development Code (UDC), for lots in an R-3 Suburban district. If approved, this information should be retained on the Final Plat.

A 100-foot setback is illustrated where the site adjoins a single-family residential subdivision, to the West. This exceeds the applicable setback and protection buffer requirements of the UDC for lots in any zoning district. While side yard setbacks are not required to be depicted on a subdivision plat, provision of such a large setback may be acceptable to the property owner and the surrounding neighborhood to prevent development within at least 100 feet of the adjoining subdivision; however, the side yard setback may be removed from the plat prior to its recording in Probate Court.

If approved, the subdivision would result in the lot being split-zoned, R-1 and B-1. As such, the request for Subdivision Approval will be contingent upon approval of the associated Rezoning request.

Rezoning

As mentioned, if the subdivision request is approved it will result in the lot being split-zoned R-1 and B-1. The applicant's justification for the rezoning can be viewed using the link on Page 1 of this report. In this instance, the subdivision of land may make reclassification necessary and desirable to eliminate split zoning. If approved, the Rezoning process should be completed prior to signing the Final Plat for the proposed subdivision.

The site is bordered by B-1 properties, to the North, East, South, and Northwest, only two (2) of which are developed. Properties to the Southwest are zoned R-1 and are all developed with single-family dwellings.

The site plan submitted with the rezoning application conceptualizes the construction of an apartment complex dedicated to housing elderly people, a use permitted by right in an R-3 Suburban district. The property is currently undeveloped, therefore, if approved, full compliance with the development standards of the UDC will be required and must be illustrated on all site plans submitted for review with the associated development permits.

SUBDIVISION CONSIDERATIONS

Standards of Review:

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

Considerations:

If the Planning Commission considers approving the Subdivision request, the following conditions could apply:

1. Retention of the right-of-way widths of Knollwood Drive (100 feet) and Medical Park Drive (50 feet) on the Final Plat;
2. Retention of the 25-foot corner radius at the intersection of Knollwood Drive and Medical Park Drive;
3. Retention of the 25-foot minimum building setback line along both street frontages;
4. Retention of the lot size label in both square feet and acres on the Final Plat, or the furnishing of a table on the Final Plat providing the same information;
5. Completion of the Rezoning process to eliminate the potential for split-zoning prior to signing the Final Plat;

6. Compliance with all Engineering comments noted in this staff report;
7. Placement of a note on the Final Plat stating all Traffic Engineering comments noted in this staff report;
8. Compliance with all Urban Forestry comments noted in this staff report; and,
9. Compliance with all Fire Department comments noted in this staff report.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A) Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B) Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C) Compatibility. Whether the proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- D) Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E) Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F) Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G) Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

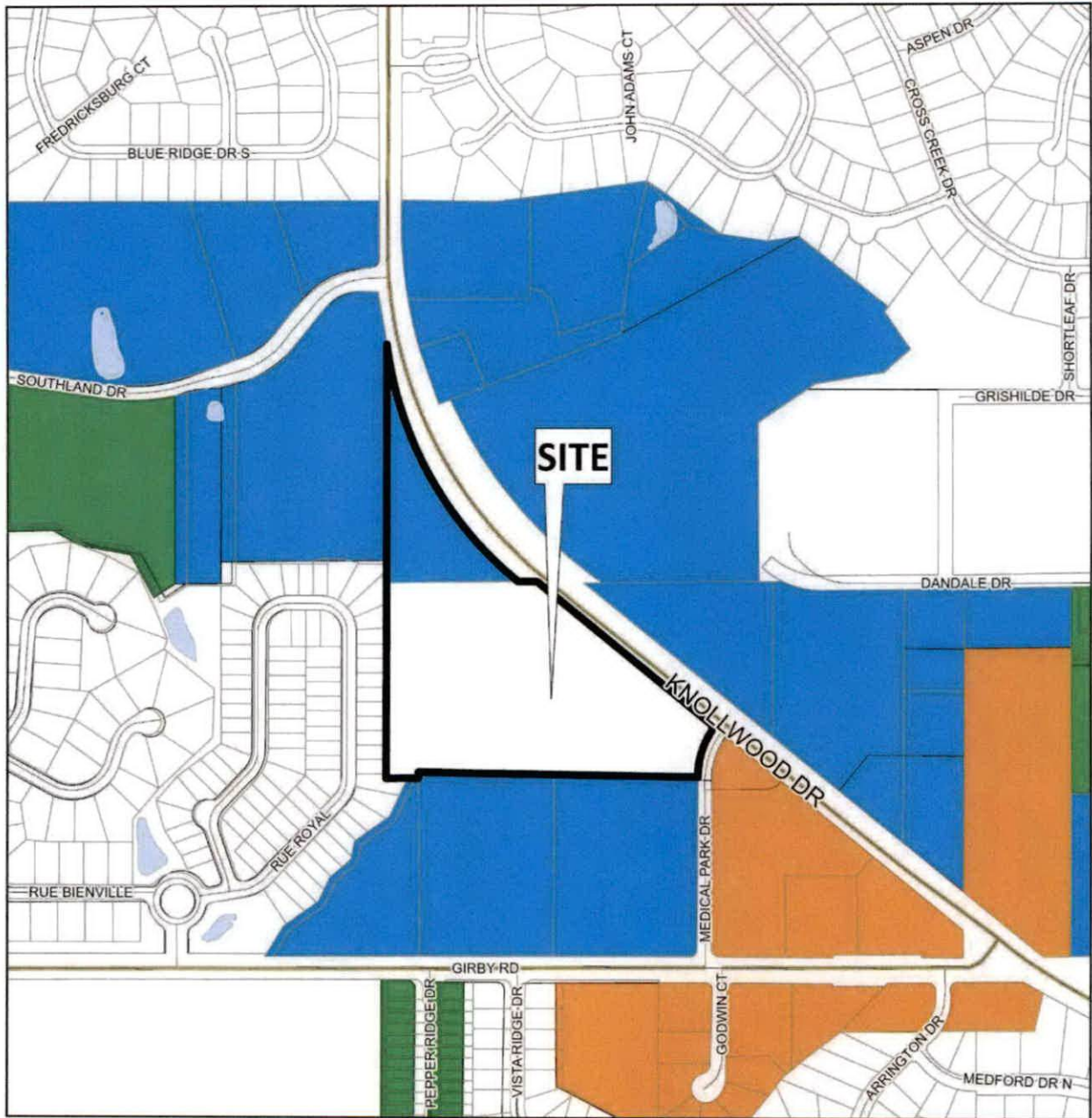
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the Rezoning request to the City Council, the following condition could apply:

1. Full compliance with all municipal codes and ordinances.

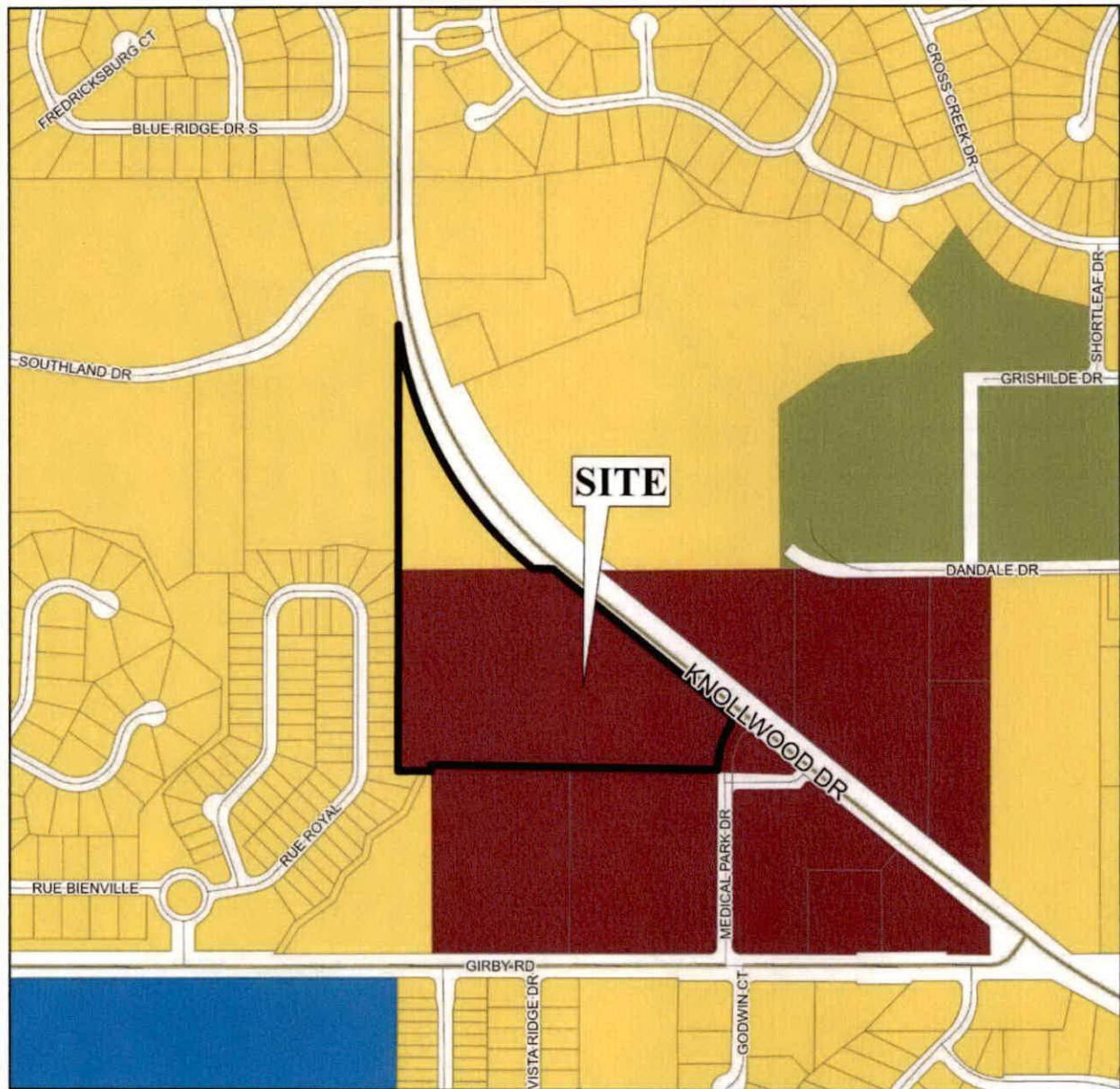
LOCATOR ZONING MAP



APPLICATION NUMBER	15	DATE	February 20, 2025
APPLICANT	The Knollwood Place, First Addition		
REQUEST	Subdivision, Rezoning from R-1 and B-1 to R-3		



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

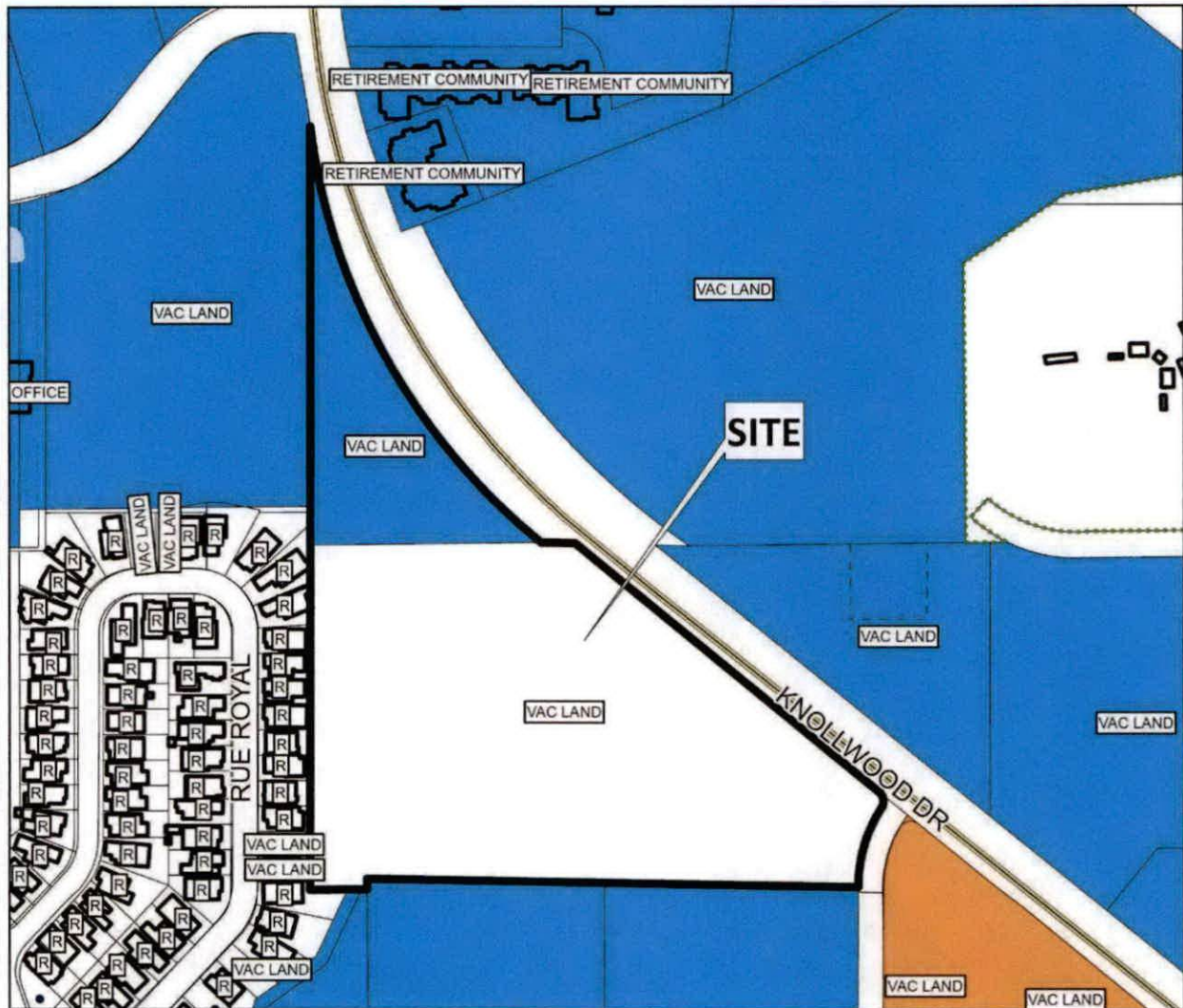
APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
| District Center | Mixed Commercial Corridor | Institutional | |



PLANNING COMMISSION **VICINITY MAP - EXISTING ZONING**



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025

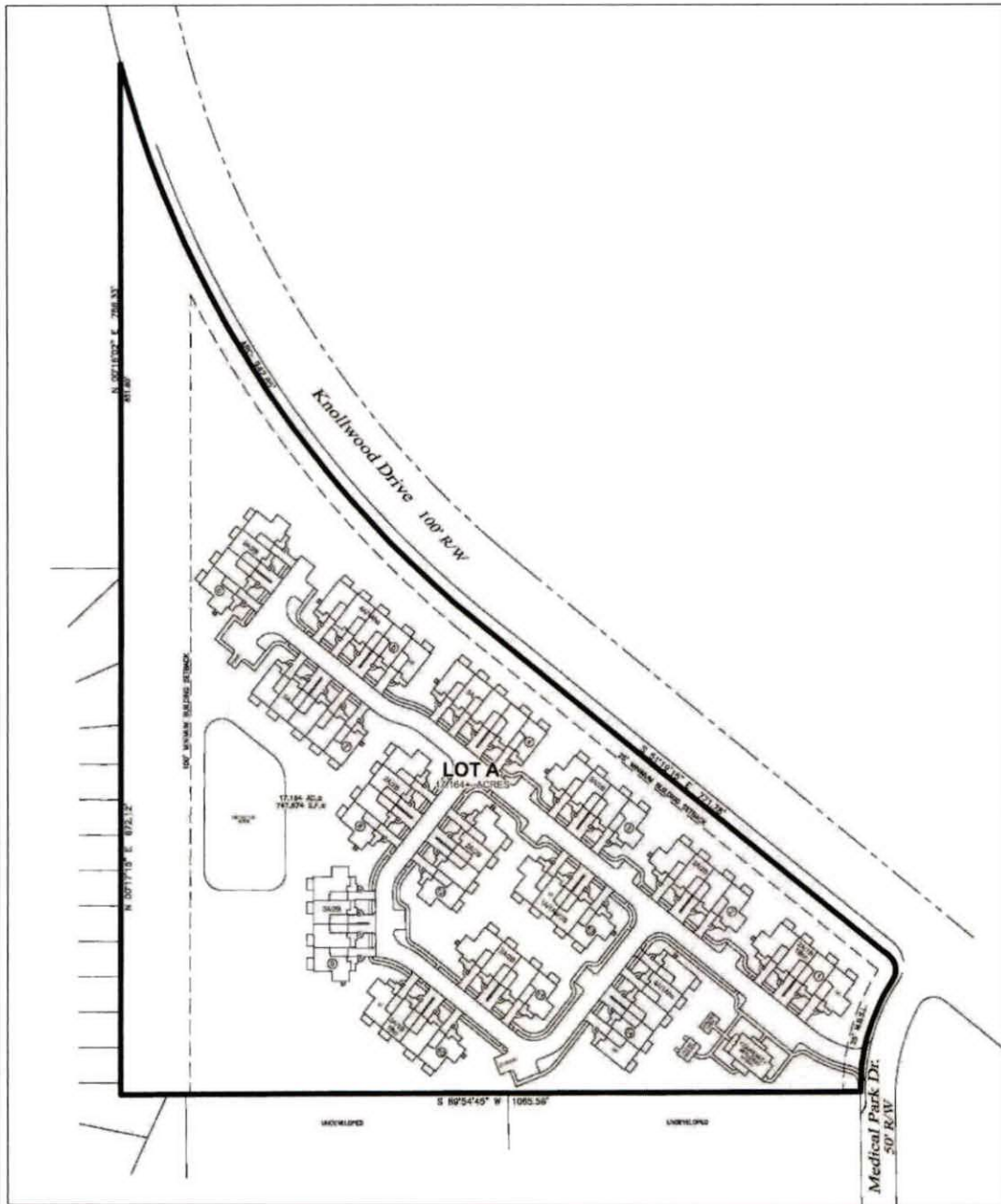
APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-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	



SITE PLAN



The site plan illustrates the proposed buildings, setbacks, and drives.

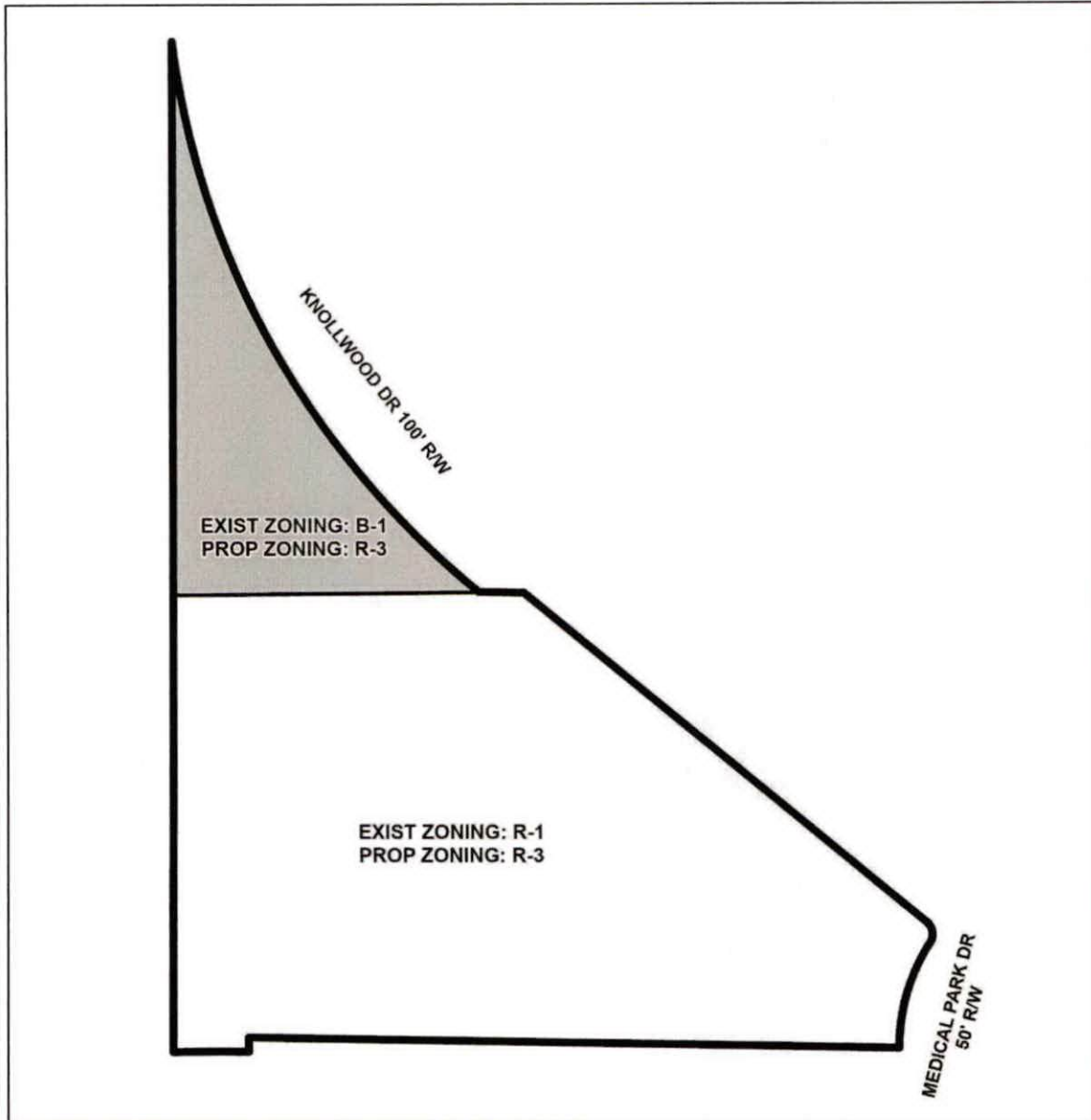
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



DETAIL SITE PLAN



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3



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 (WDWU)
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)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context.

The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

NEIGHBORHOOD CENTER (NC)

This land use designation applies to smaller hubs of mixed commercial, community, and recreational activity that cater to adjacent residential areas. Many of these centers exist today in some form. Therefore, the following common principles apply not just to the future development of new centers, but also to the redevelopment (wholesale or incremental) of existing centers.

General Principles for Neighborhood Centers:

- NC should support a limited amount of commercial employment
- NC should incorporate some residential use, which may vary in type from detached single family, townhouse, accessory and live-work units in mixed use and low-rise multifamily structures.
- The residential density in NC designations—ranging from 4 to 10 du/ac—must be compatible in character with that of surrounding residential development, providing appropriate transitions in height, massing and other buffering from one land use district to the next.
- The retail and housing uses should merge around vibrant, compact, accessible nodes, located at key

neighborhood intersections or along short road segments.

- The NC nodes should be connected to the surrounding neighborhood and nearby public uses (e.g., schools, parks, etc.) via well-designed sidewalks and complete streets.

While the above-listed principles are common to all NC districts, the design attributes of neighborhood centers generally vary depending on whether a center is in a more “traditional” or more “suburban” context.

Additional Attributes of Neighborhood Centers:

- NC in traditional contexts: These tend to be in those areas east of the Beltline and correspond to MxDR neighborhoods. In these NCs, buildings should orient to the street, with on-site parking typically pushed to the back of the site. The design qualities of the public realm are emphasized, including the provision of continuous sidewalks, tree canopy, pedestrian amenities, on-street parking and bicycle facilities where appropriate.
- NC in suburban contexts: These generally are located among the LDR land use designations in the areas west of the Beltline. Where they exist, these centers currently have a more pronounced

vehicular orientation. Therefore, the emphasis is on retrofitting to improve internal walkability (e.g., through the addition of sidewalks, tree canopy, protection from the elements) and external connectivity to the surrounding areas (via sidewalks, paths and trails, street crossings, transit stops, etc.) and to increase the mix and density of uses (e.g., infill of outparcels, addition of housing, etc.).

**AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE
EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE MOBILE AREA
MARDI GRAS ASSOCIATION AND THE CITY OF MOBILE**

Sponsored by Mayor William S. Stimpson William Carroll, Councilmember

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property known as “**Lot 3**,” Key ID 737947, approximately 0.4681 +/- acres, tax assessed appraised value of \$107,900.00, and “**Lot 4**,” Key ID 737938, approximately 0.447 +/- acres, tax assessed appraised value of \$103,000.00, owned by **Dearborn YMCA**, (hereinafter referred to as “**Dearborn**”) (as shown and described in Exhibit "A"); and

Property located at 321 N Warren St., Mobile, AL 36603, with Key ID 737929, approximately 2.5049 +/- acres, with all improvements located thereon, “**Lot 1**”, tax assessed appraised value of \$4,015,800.00, owned by the City of Mobile, (hereinafter referred to as “**CITY**”), and the City leases Lot 1 to Dearborn (as shown and described on Exhibit "B"), is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be granted to Dearborn YMCA..

Vacant property located in Mobile, AL 36603 with Key ID 2111869, “**Lot 2**”, tax assessed appraised value of \$124,300.00 (as shown and described on Exhibit “C”), the real property and all improvements located thereon; and vacant property located in Mobile, AL 36603 with Key ID 4007018 by tax deed, “**Lot 7**”, tax assessed appraised value of \$130,800.00 (as shown and described on Exhibit D).

City hopes to reach an agreement with Dearborn to swap ownership of real property so that (i) the City conveys title of Lot 1 to Dearborn, or to an entity that will allow Dearborn to continue its current operations on Lot 1, and (ii) Dearborn conveys Lot 3 and Lot 4 to City; and City will then convey title to Lot 3, Lot 2, and Lot 4 to MAMGA. Because the City of Mobile obtained title to Lot 7 by a tax deed, the City will commence quiet title action on Lot 7 prior to convey title to Lot 7 to MAMGA.

SECTION TWO: In order to accomplish said transfer, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: Carleen Stout, Director of Real Estate and Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION FIVE: The additional funds from this Land Exchange are to be placed in the Real Estate and Acquisitions and Development Account.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

EXHIBIT A

Legal Descriptions of Lot 3 and Lot 4

EXHIBIT B

Legal Description of Lot 1:

(Note that the vesting legal description from RP Book 1442, Page 297 covers Lots “1 and 2” as labeled on the subdivision map 23, 78 and that does not include all of the Lot 2 that we are trying to convey since there no longer appears to be a cul-de-sac running through Lot 2 – need property lines definite if Dearborn and MAMGA are going to be neighboring owners as opposed to City and MAMGA)

EXHIBIT C

Legal Descriptions of Lot 2

EXHIBIT D

Legal Descriptions of Lot 7

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (this “Agreement”) is made this ____ day of _____, 2025, by **DEARBORN YMCA** (“Dearborn”) and **CITY OF MOBILE, ALABAMA** (“City”).

Recitals:

WHEREAS, Dearborn is the owner of two adjacent parcels of real property pursuant to that certain deed recorded at RP Book 4985, Page 1927, as to the real property located at 321 Adams St., Mobile, AL with Key ID 737947 (“**Lot 3**”) and that certain unrecorded Tax Deed #4000 as to the other located at 321 Adams St., Mobile, AL with Key ID 737938 (“**Lot 4**”), both lots being more particularly described on Exhibit A; and

WHEREAS, City is the owner of that certain real property located at 321 N Warren St, Mobile, AL 36603 with Key ID 737929 and more particularly described on Exhibit B attached hereto (the real property and all improvements located thereon, “**Lot 1**”) pursuant to that certain deed recorded at RP Book 1442, Page 297, and the City leases Lot 1 to Dearborn; and

WHEREAS, City is the owner of that certain real property located at 305 Congress St, Mobile, AL 36603 with Key ID 2111869 and more particularly described on Exhibit C attached hereto (the real property and all improvements located thereon, “**Lot 2**”) and plans to convey Lot 2 to MAMGA; and

WHEREAS, City is also the owner of the real property located on Lyons Street and more particularly described on Exhibit D attached hereto (the real property and all improvements located thereon, “**Lot 7**”) pursuant to that certain deed recorded as Instrument No. 2020012077; and

WHEREAS, City hopes to reach an agreement with Dearborn to swap ownership of real property so that (i) the City conveys title to Lot 1 to Dearborn, or to an entity that will allow Dearborn to continue its current operations on Lot 1, and (ii) Dearborn conveys Lot 3 and Lot 4 to City; and

WHEREAS, City will then convey title to Lot 3, Lot 4, and Lot 7 to MAMGA.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the above, of the mutual promises contained herein and for other valuable consideration, the receipt of which is acknowledged by each of the parties from each of the other parties, the parties do hereby agree as follows:

1. City will convey Lot 2 to Dearborn.
2. Because City obtained title to Lot 7 by a tax deed, the City will commence a quiet title action on Lot 7 prior to conveying title to Lot 7 to Dearborn.

3. City will convey Lot 1, as shown on Exhibit B, to Dearborn, by Statutory Warranty Deed.

4. Dearborn will convey Lot 3 as shown on Exhibit A to City by quit claim deed and Lot 4, as shown on Exhibit A, to City by Statutory Warranty Deed.

5. City will then convey Lot 3, Lot 4, and Lot 7 to MAMGA.

All of the above-referenced documents will be executed and held in escrow by Surety Land Title, Inc. ("Closing Agent"), until all documents are ready for recording, at which time they will be recorded simultaneously in the order set forth hereinabove, which recording shall hereinafter be referred to as "Closing".

6. CONDITIONS:

(a) All liens and other encumbrances against Lot 3 and 4 must be released or satisfied by Dearborn prior to or at Closing.

(b) Title must be delivered by each party by Statutory Warranty Deed and must be insurable title, subject only to ad valorem taxes for the current year, easements of record, and such other encumbrances as may be agreed to by the parties, provided, however, that the Dearborn shall only provide a quit claim deed for the property within Lot 3 which it acquired by tax deed.

7. REPRESENTATION AND WARRANTIES: As an inducement to each of the parties hereto, the parties represent and warrant to each other:

(a) No party is prohibited from consummating this Agreement by any law, regulation, agreement, instrument, restriction order or judgment.

(b) There are no contracts or other obligations outstanding for the sale, exchange or transfer of the properties or any portion thereof.

(c) There are no pending or threatened condemnation or similar proceedings affecting the lands or any portions thereof, nor has any party any knowledge that any such actions are presently contemplated.

8. LABOR OR MATERIAL: Dearborn and City each furnish at Closing an affidavit and indemnification agreement in form satisfactory to Closing Agent showing that all labor or materials, if any, furnished to the subject properties within 120 days prior to the date of Closing have been paid and agreeing to indemnify Closing Agent against any loss from any cause or claim arising therefrom.

9. CLOSING: The Closing shall take place at a date and time mutually agreeable to both parties, but no later than _____, 2025.

10. CLOSING EXPENSES: Dearborn and City shall each share equally in the costs of Closing, including recording fees and closing fees. Either party desiring title insurance will bear its own cost therefor.

11. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are not representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

12. GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the substantive laws of the State of Alabama, without regard to conflict of law principles thereof.

13. NOTICES: All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which notice is (i) telecopied to the office of the part of their counsel, (ii) mailed in care of such party of their counsel in any United State Post Office by certified or registered mail, postage prepaid or (iii) hand delivered by messenger, overnight service or otherwise to the office of the party of their counsel. The addresses for such notices are as follows:

Dearborn YMCA

321 N. Warren St.
Mobile, AL 36603

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

With copy to:
Ricardo Woods, City Attorney
205 Government Street (physical)
Mobile, Alabama 36644
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: City Attorney
rwoods@cityofmobile.org

[EXECUTION ON FOLLOWING PAGES]

[SIGNATURES BEGIN ON THE NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, Dearborn and City have executed this Agreement as of the date first above written with the intent that this Agreement take effect as an instrument under seal.

[Dearborn YMCA entity]

By: _____
_____, its _____

[Seal]

STATE OF ALABAMA

COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE SAID COUNTY IN SAID STATE, HEREBY CERTIFY THAT _____, WHOSE NAME AS _____, OF _____, IS SIGNED TO THE FOREGOING INSTRUMENT, AND IS KNOWN TO ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, S/HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY, ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND THIS _____ DAY OF _____, 2025.

[SIGNATURE CONTINUE ON FOLLOWING PAGE]

CITY OF MOBILE, a municipal corporation

By: _____
William S. Stimpson, its Mayor

[Seal]

ATTEST:

Lisa C. Lambert, as City Clerk

[END OF SIGNATURE]

EXHIBIT A

Legal Descriptions of Lot 3 and Lot 4

EXHIBIT B

Legal Description of Lot 1:

(Note that the vesting legal description from RP Book 1442, Page 297 covers Lots “1 and 2” as labeled on the subdivision map 23, 78 and that does not include all of the Lot 2 that we are trying to convey since there no longer appears to be a cul-de-sac running through Lot 2 – need property lines definite if Dearborn and MAMGA are going to be neighboring owners as opposed to City and MAMGA)

EXHIBIT C
Legal Descriptions of Lot 2

EXHIBIT D
Legal Descriptions of Lot 7

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: 305 Congress St. (Lot 2)

City Council District and Zoning: District 2, William Carroll, T4-Mixed Use District Low Intensity

Sale or Lease: Land Exchange

☐ Buyer or Lessee: _____

III. Date of City Council Resolution Assenting to Sale or Lease: Land Exchange

IV. Advertisements:

- Dates: _____
- Methods: _____ City Website _____ For Sale sign posted
_____ Listed with brokers _____ Other (explain)

V. Lease (if applicable) ----N/A----

- Term _____
- Rent _____
- Options to renew _____

VI. Method of Sale:

_____ Sale by Realtor _____ Request for Proposals
_____ Request for Bids _____ Negotiation
☒ Exchange (explain, including Party, Property) _____
_____ Adjacent Property Owner / Sidelot
_____ Sale for Less than Fair Market Value: Public Purpose (see V below)
_____ Other: See Item # III above

VII. Appraised Value: \$ 124,300 2024 Tax Assessor Appraised Value
How Determined: _____ MAI Appraisal; Date of Appraisal _____

_____ Appraisal ordered by: _____ CITY or ☐ PURCHASER
_____ Tax Assessor
_____ Broker's Letter of Value
_____ Other; _____

VIII. Sale/Lease for Public Purpose identified:

_____ Non-profit (name & purpose) _____
_____ Public Entity (name & purpose) _____

VIV. Notice given to adjacent property owners: _____ Yes _____ No
If yes, date of notice: _____

X. Competing offers: _____ Yes; (Explain) _____

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: 321 Warren St. (Lot 1)

City Council District and Zoning: District 2, William Carroll, T4 Mixed Use District Low Intensity

Sale or Lease: Land Exchange

Buyer or Lessee: _____

III. Date of City Council Resolution Assenting to Sale or Lease: Land Exchange

IV. Advertisements:

- Dates: _____
- Methods: _____ City Website _____ For Sale sign posted
_____ Listed with brokers _____ Other (explain)

V. Lease (if applicable) ----N/A----

- Term _____
- Rent _____
- Options to renew _____

VI. Method of Sale:

_____ Sale by Realtor _____ Request for Proposals
_____ Request for Bids _____ Negotiation
X Exchange (explain, including Party, Property) _____
_____ Adjacent Property Owner / Sidelot
_____ Sale for Less than Fair Market Value: Public Purpose (see V below)
_____ Other: See Item # III above

VII. Fair Market Value: \$4,015,800 2024 Tax Assessor Appraised Value
How Determined: _____ MAI Appraisal; Date of Appraisal _____

_____ Appraisal ordered by: _____ CITY or ☐ PURCHASER
_____ Tax Assessor
_____ Broker's Letter of Value
_____ Other; _____

VIII. Sale/Lease for Public Purpose identified:

_____ Non-profit (name & purpose) _____
_____ Public Entity (name & purpose) _____

VIV. Notice given to adjacent property owners: _____ Yes _____ No

If yes, date of notice: _____

X. Competing offers: _____ Yes; (Explain) _____

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: Vacant Land located on Lyons Street (Lot 7)
- City Council District and Zoning: District 2, William Carroll, T4 – Mixed use district low intensity
- Sale or Lease: Land Exchange
- ☐ Buyer or Lessee: _____
- III. Date of City Council Resolution Assenting to Sale or Lease: Land Exchange
- IV. Advertisements:
- Dates: _____
 - Methods: _____ City Website _____ For Sale sign posted
_____ Listed with brokers _____ Other (explain)
- V. Lease (if applicable) ----N/A-----
- Term _____
 - Rent _____
 - Options to renew _____
- VI. Method of Sale:
- _____ Sale by Realtor _____ Request for Proposals
_____ Request for Bids _____ Negotiation
☒ Exchange (explain, including Party, Property) _____
_____ Adjacent Property Owner / Sidelot
_____ Sale for Less than Fair Market Value: Public Purpose (see V below)
_____ Other: See Item # III above
- VII. Fair Market Value: \$ 130,800 2024 Tax Assessor Appraised Value
How Determined: _____ MAI Appraisal; Date of Appraisal _____
- _____ Appraisal ordered by: _____ CITY or ☐ PURCHASER
_____ Tax Assessor
_____ Broker's Letter of Value
_____ Other; _____
- VIII. Sale/Lease for Public Purpose identified:
- _____ Non-profit (name & purpose) _____
_____ Public Entity (name & purpose) _____
- VIV. Notice given to adjacent property owners: _____ Yes _____ No
If yes, date of notice: _____
- X. Competing offers: _____ Yes; (Explain) _____

**AN ORDINANCE APPROVING A LAND EXCHANGE AND AUTHORIZING THE
EXECUTION OF A LAND EXCHANGE AGREEMENT BETWEEN THE KNIGHTS OF
REVELRY INC. AND THE CITY OF MOBILE**

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

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA
as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the City seeks to acquire that certain real property at 2865 Phillips Street, approximately 4.0 +/- acres, appraised for \$271,000.00, owned by **Knights of Revelry Inc.** (hereinafter referred to as “**KOR**”) (as shown and described in Exhibit "A") and that Lot A in the Parks Subdivision as shown on the plat hereof recorded in Instrument Number 2025007903, approximately 1.71 +/- acres, appraised for \$477,000.00, owned by the City of Mobile (hereinafter referred to as “**CITY**”) (as shown and described on Exhibit "B") is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be granted to KOR with an additional consideration equal to the difference in appraisal values of \$206,000.

SECTION TWO: In order to accomplish said transfer, the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the Land Exchange agreement for the property shown above.

SECTION THREE: Said Agreement is by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: Carleen Stout, Deputy Director of Real Estate and Asset Management, of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the

name and on behalf of the City of Mobile, whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION FIVE: The additional funds from this Land Exchange are to be placed in the Real Estate and Acquisitions and Development Account.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

City Clerk

2865 Phillips St.

MAP of
MECHAM BLAIRS
Sub-Division
of a part of the S.E. 1/4 of Sec. 18.
T. 43. R. 1. W. Mobile Co. Ala.
Louis R. Bart C.E.
County Surveyor
May 1905.

Scale: 1" = 100 Feet

OLD MECHAM ROAD

NEW SAGE ROAD

SHELL ROAD

Lane A

Lane B

Lane C

Recorded in office for record Jan 25 1905.

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT ("Agreement"), entered into this the 13th day of March, 2025, by and among the **Knights of Revelry Inc.** (hereinafter referred to as "**KOR**") and **City of Mobile, Alabama** (hereinafter referred to as "**City**").

RECITALS:

WHEREAS, KOR is the owner of that certain real property located at 2865 Phillips St. in Mobile, Alabama and more particularly described on Exhibit "A", attached hereto and incorporated ("**2865 Phillips St.**"); and

WHEREAS, City is the owner of certain real property referred to as Lot A in the Parks Subdivision, as shown on the plat thereof recorded in Instrument Number 2025007903, of the records in the Office of the Judge of Probate of Mobile County, Alabama, and attached hereto and incorporated herein as Exhibit "B" ("**Lot A**"); and

WHEREAS, KOR and City desire to swap ownership of their respective real property as described hereinabove and have agreed that KOR will pay City an amount equal to the difference between the value of Lot A and the value of 2865 Phillips St.

WHEREAS, City had both properties appraised by MD Bell Company, Inc., and the appraised values were \$477,000.00 for Lot A and \$271,000.00 for the Phillips St. parcel.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the above, of the mutual promises contained herein and for other valuable consideration, the receipt of which is acknowledged by each of the parties from each of the other parties, the parties do hereby agree as follows:

1. City will convey Lot A to KOR as shown on Exhibit "B", attached hereto and incorporated herein by reference, by Statutory Warranty Deed.
2. KOR will convey to City 2865 Phillips St. as described in Exhibit "A", attached hereto and incorporated herein by reference, by Statutory Warranty Deed. Lot A and 2865 Phillips St. shall be collectively referred to herein as "**Properties.**"
3. As additional consideration, KOR shall pay City an amount equal to the difference between the value of Lot A and the value of 2865 Phillips St., and the parties hereby agree that said amount is \$206,000.00.
4. All of the above-referenced deeds will be executed and held in escrow by Surety Land Title, Inc. ("**Escrow Agent**"), until all documents are ready for recording, at which time they will be recorded simultaneously in the order set forth hereinabove, which recording shall hereinafter be referred to as "**Closing**".

5. CLOSING CONDITIONS:

(a) All liens and other encumbrances against the subject Properties must be released or satisfied prior to or at Closing.

(b) Title must be delivered by each party by Statutory Warranty Deed and must be marketable title, subject only to ad valorem taxes for the current year, easements of record, and such other encumbrances as may be agreed to by the parties.

(c) KOR and City shall each furnish at Closing an affidavit and indemnification agreement in a form satisfactory to Escrow Agent (i) showing that all labor or materials, if any, furnished to the Properties within 120 days prior to the date of Closing have been paid and (ii) agreeing to indemnify Escrow Agent against any loss from any cause or claim arising therefrom.

(d) At or prior to Closing, KOR shall pay \$206,000.00 to Escrow Agent to be held in escrow and released to City upon recordation of the Statutory Warranty Deeds required herein.

6. REPRESENTATION AND WARRANTIES: As an inducement to each of the parties hereto, the parties represent and warrant to each other:

(a) No party is prohibited from consummating this Agreement by any law, regulation, agreement, instrument, restriction order or judgment.

(b) There are no contacts or other obligations outstanding for the sale, exchange or transfer of the Properties or any portion thereof.

(c) There are no pending or threatened condemnation or similar proceedings affecting the Properties or any portions thereof, nor has any party any knowledge that any such actions are presently contemplated.

7. CLOSING: The Closing shall take place at a date and time mutually agreeable to both parties, but no later than _____, 2025.

8. CLOSING EXPENSES: KOR and City shall each share equally in the costs of Closing, including recording fees and closing fees. Either party desiring title insurance will bear its own cost therefor.

9. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties and there are not representations, inducements or other provisions other than those expressed in writing. All changes, additions or deletions hereto must be in writing and signed by all parties.

10. GOVERNING LAW: This Agreement shall be governed, interpreted and construed under the substantive laws of the State of Alabama, without regard to conflict of law principles thereof.

11. NOTICES: All notices which are required hereunder to be in writing shall be effective with respect to the party who is to receive them as of the date on which notice is (i) telecopied to the office of the part of their counsel, (ii) mailed in care of such party of their counsel in any United State Post Office by certified or registered mail, postage prepaid or (iii) hand

delivered by messenger, overnight service or otherwise to the office of the party of their counsel.
The addresses for such notices are as follows:

Knights of Revelry Inc.
Attn: Tom Cunningham
P.O. Box 7785
Mobile, AL 36670

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

With copy to:

Ricardo Woods, City Attorney
205 Government Street (physical)
Mobile, Alabama 36644

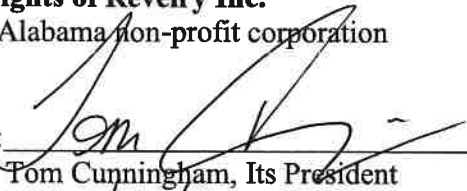
P. O. Box 1827 (mailing)
Mobile, Alabama 36633-1827
Attention: City Attorney
rwoods@cityofmobile.org
251-208-7610

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly signed, sealed and delivered this Agreement on the dates specified below their signatures.

KOR:

Knights of Revelry Inc.
an Alabama non-profit corporation

By: 
Tom Cunningham, Its President

Date: 3/13/2025

CITY:

CITY OF MOBILE, ALABAMA,
an Alabama municipal corporation

By: _____
William S. Stimpson, Its Mayor

Date: _____

Attest:

Lisa Lambert, City Clerk

This instrument prepared by:
Douglas L. Anderson
Burr & Forman LLP
11 North Water Street, Suite 22200
Mobile, Alabama 36602

EXHIBIT "A"

2865 Phillips St.

LOTS 100, 101, 102 & 103 MECHEM & BLAIR SUB DBK 117 P 221 LESS N 40 FT OF LOT
103 FOR ROAD R/W #SEC 18 T4S R1W #MP29 08 18 4 003

EXHIBIT "B"

Lot A

Lot A, Parks Subdivision, a subdivision, according to plat thereof recorded in Instrument Number 2025007903, of the records in the Office of the Judge of Probate of Mobile County, Alabama.

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: Lot A in the Parks Subdivision, as shown FKA 603 S. Broad Street 2.15 +/- acre,

City Council District and Zoning: District 2, William Carroll, Zoning R-B (Residential Business)

Sale or Lease: Statutory Warranty Deed from City of Mobile

Buyer or Lessee: _____

III. Date of City Council Resolution Assenting to Sale or Lease: Land Exchange

IV. Advertisements:

- Dates: _____
- Methods: _____ City Website _____ For Sale sign posted
 _____ Listed with brokers _____ Other (explain)

V. Lease (if applicable) ----N/A----

- Term _____
- Rent _____
- Options to renew _____

VI. Method of Sale:

☐ Sale by Realtor ☐ Request for Proposals
☐ Request for Bids ☐ Negotiation
☒ Exchange (explain, including Party, Property) KOR; 2865 Phillips St.
☐ Adjacent Property Owner / Sidelot
☐ Sale for Less than Fair Market Value: Public Purpose (see V below)
Other: See Item # III above

VII. Fair Market Value: \$ 477,000

How Determined: MAI Appraisal; Date of Appraisal X - 6/6/2024

X Appraisal ordered by: X CITY or ☐ PURCHASER

Tax Assessor

Broker's Letter of Value

Other;

VIII. Sale/Lease for Public Purpose identified:

Non-profit (name & purpose) _____

Public Entity (name & purpose)

VIV.	Notice given to adjacent property owners:	Yes	No
------	---	-----	----

If yes, date of notice:

X. Competing offers: Yes; (Explain)



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: William Carroll, District 2

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA**, that the sum of \$2,500,000.00 in the Capital
Improvement Fund (2000) be reallocated from Capital Project #SPEC D2
CIP D2 Special Project to Housing Improvement Plan (Fund 6150)
6150.93030. These funds will be used for neighborhood improvements in
District 2.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

C#5320

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Hillsdale Community Center - HVAC

CAPITAL PROJECT #: C0793 (20002000-48010)

CONTRACT AMOUNT: \$505,909.14 DATE OF
RECEIPT: 4/2/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-068-23

PROJECT DESCRIPTION: REPLACE THE EXISTING MECHANICAL SYSTEM AND
IMPROVEMENTS TO THE DUCT SYSTEM.

VENDOR NAME: GORAM AIR CONDITIONING Co., INC

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 03/31/2025

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Goram Air Conditioning Company, Inc.

Project Name: CIP Hillsdale Community Center - HVAC

Project Number: PR-068-23

Amount: \$505,909.14

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Hillsdale Community Center - HVAC

CAPITAL PROJECT #: C0793 (20002000-48010)

CONTRACT AMOUNT: \$505,909.14 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-068-23

PROJECT DESCRIPTION: REPLACE THE EXISTING MECHANICAL SYSTEM AND IMPROVEMENTS TO THE DUCT SYSTEM.

VENDOR NAME: GORAM AIR CONDITIONING Co., INC

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 03/31/2025



03.20.2025

03:32PM

Dear Council Members:

Attached to this memo is an agreement between the GORAM AIR CONDITIONING CO INC and the City of Mobile, for the project titled "Hillsdale Community Center - HVAC" in the amount of \$505,909.14.

We look forward to continued communication on this important project. Please call me at 2512087812 or email me at roger.washington@cityofmobile.org with questions or concerns.

Respectfully,

Washington, Jr, Roger

Architectural Engineer

Architectural Engineering

2512087812

Information on this project is follows:

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

AIA® Document A101® – 2017

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

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

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

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

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

Goram Air Conditioning Co., Inc.
1252 Houston Street
Mobile, Alabama 36606
City of Mobile Business License Number: 195-350
Secretary of State Registration Number: 000-036-895

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

Hillsdale Community Center - HVAC
558 Felhorn Road
Mobile, Alabama 36608
PR-068-23
Replace the existing Mechanical System and improvements to duct systems.

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

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

Smith Mechanical Consulting and Design
61 St. Joseph Street
Suite 1100
Mobile, AL 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(962744141)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than Ninty (90) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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User Notes:

(962744141)

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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$505,909.14

Contingency Allowance: N/A

Total Bid: \$505,909.14

Alternate: (N/A)

Total Contract Sum:

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: N/A

- 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.)

Item	Units and Limitations	Price per Unit (\$0.00)
Unit description	Type of unit ex. Sf, Lf, yard	

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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User Notes:

(962744141)

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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User Notes:

(962744141)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

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

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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 Goram Air Conditioning Co., Inc. has completed the contract for PR-068-23, Hillsdale Community Center - HVAC, 558 Felhorn Road Mobile, Alabama 36608. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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(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)

Darren Deas
1252 Houston Street
Mobile, AL 36606
darren@goramair.com

§ 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

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- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property Damage | \$1,000,000 each occurrence; or |
| C. | Bodily Injury and
Property Damage | \$1,000,000 combined single limit |
| D. | Damage to Rented Premises | \$1,000,000 each occurrence |
- .6 Such comprehensive policy shall include the following:
- | | | |
|----|---|-------------------|
| A. | All liability of the Contractor, for the Contractor's Direct Operations. | |
| B. | Subcontractor's Operations. | |
| C. | Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract. | |
| D. | General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis. | |
| E. | Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below | |
| F. | Broad Form Property Damage Coverage, including Completed Operations. | |
| G. | Personal Injury Liability, with employee's exclusions removed. | |
| H. | Explosion and Collapse Hazard: | |
| | Included or | X Not Applicable. |
| I. | Underground Hazard: | |
| | Included or | X Not Applicable. |
- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

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- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
 - .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
 - .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
 - .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)
Construction, including Owner’s then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
.4	Specifications	
Section	Title	Date

.5 Addenda, if any:

Number	Date
Addendum I	October 25, 2024

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax
	Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-
	AIA Document A201

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

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

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

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§ 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: Goram Air Conditioning Company, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Darren Deas, 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 Darren Deas as President of Goram Air Conditioning Company, 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 29th day of January, 2025.

Scarlett C. Scoggins

NOTARY PUBLIC

My Commission Expires:

4.14.25



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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Goram Air Conditioning Co., Inc. 1252 Houston Street Mobile, Alabama 36606, hereinafter called the Principal, and Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155, 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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14) 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 _____, 2025 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 Hillsdale Community Center - HVAC (PR-068-23) 558 Felhorn Road Mobile, Alabama 36608, 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 29th day of January, 2025.

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Co., Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: _____

Darren Deas/President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: _____

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: _____

(Signature)

Name and Title: J. William Goodloe, III, AgentCompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032Owner's Representative: Cassie Boatwright

REAM Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- | | |
|-------------------------------------|--|
| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☒ | Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Co., Inc. 1252 Houston Street Mobile, Alabama 36606, as Principal, and Hartford Casualty Insurance Company, One Hartford Plaza, Hartford, CT 06155, 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 Five Hundred Five Thousand Nine-Hundred Nine and 14/100 (\$ 505,909.14) 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 Oblige, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Hillsdale Community Center - HVAC (PR-068-23) 558 Felhorn Road Mobile, Alabama 36608, 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 J. William Goodloe, III **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Co., Inc.
(Corporate Seal)

By: 

(Signature)

Name and Title: Darren Deas / President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-factResident Agent: 

(Signature)

Name and Title: J. William Goodloe, III, AgentCompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032

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

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

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| ☒ | Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
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| ☒ | Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut |
| ☐ | Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois |
| ☐ | Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana |
| ☐ | Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida |

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

EXHIBIT 3



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.



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Goram Mechanical
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	PR-068-23
Project Description	Hillsdale Community Center
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>48</u> Female <u>5</u> Minority <u>18</u> Non-minority <u>35</u> SDVO <u>?</u> Total #of Employees <u>53</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas
Signature: [Signature] Date: 1/29/25
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: _____ Title: _____
Email: _____ Phone: _____



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 Goram Mechanical Your Bid/Proposal Amount \$ 505,909.14 Date: _____
01 / 29 / 25 Description Hillsdale Community Center - HVAC
Name of Bidder/Proposer: _____

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	NO	



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Mechanical

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.com

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

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



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

X There are no ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. There is no small work or DBE opportunities on this project. Large HVAC units, Boiler.



Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

Browse Results

New Search

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Charity Tout	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 817-349-2334	E-MAIL ADDRESS: CTout@higginbotham.com	
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Middlesex Insurance Company		23434
	INSURER B: Alabama Self-Insured Worker's Compensation Fund		0
	INSURER C: Midwest Employers Casualty Company		23612
	INSURER D:		
	INSURER E:		
INSURER F:			

License#: 2081754
GORAAIR-01

COVERAGES

CERTIFICATE NUMBER: 1455584696

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	Y	Y	A0160905003	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Limit: \$100,000 See Below Ded: \$1,000 See Below

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2025

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

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

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

CONTACT
NAME: Charity ToutPHONE
(A/C, No, Ext): 817-349-2334FAX
(A/C, No):E-MAIL
ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Middlesex Insurance Company

23434

INSURER B : Alabama Self-Insured Worker's Compensation Fund

0

INSURER C : Midwest Employers Casualty Company

23612

INSURER D :

INSURER E :

INSURER F :

License#: 2081754
GORAAIR-01

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606

COVERAGES

CERTIFICATE NUMBER: 1455584696

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	A0160905003	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Limit: \$100,000 See Below Ded: \$1,000 See Below

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER 		EFFECTIVE DATE: 	
CARRIER 	NAIC CODE 		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

Project: Hillsdale Community Center - HVAC - 558 Felhorn Rd, Mobile, AL 36608 PR-068-23

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

POLICY NUMBER:

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS 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 changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

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

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.

CA 76 01 06 15

A0160905

Middlesex Insurance Company

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Page 1 of 1

12/26/2024

POLICY NUMBER: A0160905001



ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization from whom you are required to
waive your right to recover under a written contract or
agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

Any person or organization you are required to add as an
additional insured under a written contract or written
agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

City of Mobile
PO Box 1827
Mobile, AL 36633

IL 70 60 08 15 Notice Of Cancellation To Others

Number of Days Notice 30

CA 89 04 10 14
A0160905
Middlesex Insurance Company

Page 1 of 1
12/26/2024

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POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

POLICY NUMBER: A0160905003

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

CG 20 10 10 01
A0160905
Middlesex Insurance Company

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Page 1 of 1
12/26/2024

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

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
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.

CG 20 10 12 19

A0160905
Middlesex Insurance Company

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Page 1 of 2

12/26/2024

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.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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
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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D.** Lessor of Leased Equipment
 - E.** Owners or Other Interests From Whom Land Has Been Leased
 - F.** Manager or Lessor of Premise
 - G.** Mortgagee, Assignee, or Receiver
 - H.** Controlling Interest
 - I.** Co-owner Of Insured Premises
 - J.** Executors, Administrators, Trustees Or Beneficiaries
 - K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L.** Vendors
 - M.** Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1)** A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a.** Your acts or omissions; or
 - b.** The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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.

- b. "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.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the "products-completed operations hazard" is not excluded by endorsement.

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
- 2) This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) 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).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

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 person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.

- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and
 - b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:

- 1) "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;
- 2) Any express warranty unauthorized by you;
- 3) Any physical or chemical change in the product made intentionally by the vendor;
- 4) Repackaging, except when 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;
- 5) 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 or sale of the products;
- 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "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 Subparagraphs 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.

- b. 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.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds 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.

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.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

POLICY NUMBER:

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS 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 changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured:

Endorsement Effective Date:

SCHEDULE

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

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

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

- (1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" 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 person or organization.



POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

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 site 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.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 13 Additional Insured Types**
 - A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
 - B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
 - C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
 - D. Lessor of Leased Equipment
 - E. Owners or Other Interests From Whom Land Has Been Leased
 - F. Manager or Lessor of Premise
 - G. Mortgagee, Assignee, or Receiver
 - H. Controlling Interest
 - I. Co-owner Of Insured Premises
 - J. Executors, Administrators, Trustees Or Beneficiaries
 - K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - L. Vendors
 - M. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

- 1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf;in the performance of your ongoing operations for the additional insured.

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) 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).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- a. Any "occurrence" which takes place after you cease to lease that land;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

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 person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

(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.

- b. 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.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds 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.

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.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

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 any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember C.J. Small
and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Harris Contracting Services, Inc.

Project Name: CIP Millers Park - Ballfield Pole Removal
&
CIP Trimmier Park - Ballfield Pole Removal

Project Number: PR-071-24
&
PR-072-24

Amount: \$49,900.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Millers Park - Ballfield Pole Removal

CAPITAL PROJECT #: F555-001 (20002000-48010)

CONTRACT AMOUNT: \$29,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-071-24

PROJECT DESCRIPTION: Demolition of existing ballfield wood light poles at two ballfields. Poles to be removed from site and site to be stabilized after removal.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/02/2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Trimmier Park - Ballfield Pole Removal

CAPITAL PROJECT #: C0537 (20002000-48010)

CONTRACT AMOUNT: \$20,900.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-072-24

PROJECT DESCRIPTION: Demolition of existing stadium ballfield wood light poles at two ballfields. Poles to be removed from site and site to be stabilized after removal.

VENDOR NAME: Harris Contracting Services, Inc.

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: MM/DD/YYYY

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____.

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

And the Contractor: Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613

City Business License No.: GC 51175
Secretary of State Registration No.: 000-338-516

For the following Project: Millers Park – Ballfield Pole Removal
7451 Lamplighter Drive
Mobile, Alabama 36608
PR-071-24

Trimmier Park - Ballfield Pole Removal
3600 Alba Club Road
Mobile, Alabama 36605
PR-072-24

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Nine Thousand Nine Hundred and 00/100 Dollars (\$49,900.00) which includes a Contingency Allowance of one thousand dollars and 00/100 (\$1,000.00) for each project.

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE

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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.

- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

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

3.0 GENERAL REQUIREMENTS

- 3.1 The Contractor shall deliver the Work complete within thirty (30) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES
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 incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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 to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.
- 3.6. INSURANCE
For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do

business in the State of Alabama, *which such insurance shall be endorsed to name the City of Mobile as an additional insured*, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance:

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

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

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

C. Automobile Liability Insurance:

1. 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.

D. Excess/Umbrella Liability Insurance

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

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

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

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

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.

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

Certificates of Insurance - General - 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 (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.

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

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 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.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 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.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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 waste water with oils, grease, etc., shall be properly contained and disposed of.

3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.

3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613

3.17 RETAINAGE

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:

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.

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

3.18 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement 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 Millers Park – Ballfield Pole Removal, PR-071-24 and Trimmier Park – Ballfield Pole Removal, PR-072-24 in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

3.19 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated February 28, 2025, as prepared by the City of Mobile Architectural Engineering Department.
2. Addendum No 1, dated March 6, 2025
3. E-Verify Documentation;
4. Certificate of Insurance with endorsements; and
5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 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.

7.0 NONDISCRIMINATION

A. 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.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

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

9.0 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.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Harris Contracting Services, Inc.

Signature



By Signature

William S. Stimpson, Mayor
Printed Name and Title

Brian Harris, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

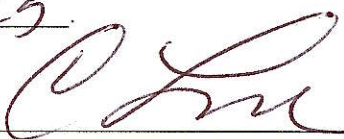
City Clerk

Contractor:

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 17 day of MARCH,
2023.



NOTARY PUBLIC

My Commission Expires: 4/7/27

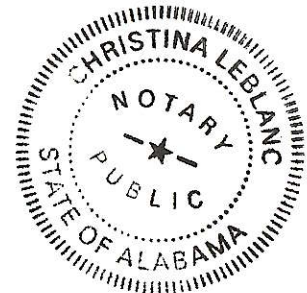


EXHIBIT A SUMMARY OF WORK

Millers Park - Ballfield Pole Removal

Project #PR-071-24

Trimmier Park – Ballfield Pole Removal

Project #PR-072-24

Summary of Work: Contractor to include all furnishing of all labor, materials, tools and equipment necessary

1. Assessment & Planning:

- a. Contractor to inspect the poles for structural integrity and any hazards.
- b. Contractor shall identify potential underground utilities near the poles.
- c. Contractors shall not use heavy equipment on ball fields but use exterior perimeter for removal.
- d. Contractor is responsible for removal plan and submit to Project Manager before beginning work.

2. Permitting & Notifications:

- a. Contractor is responsible for obtaining all necessary permits.

3. De-Energizing & Detaching Equipment:

- a. If poles support lighting or electrical components that are still energized, coordinate with the Project Manager to safely disconnect power.
- b. Remove attached fixtures, wiring, or signage and cap per 2020 National Electrical Code.

4. Pole Removal:

- a. Poles to be cut to two feet below grade.
- b. Fill and compact any holes left behind.
- c. Seed and mulch surfaces with ALDOT spring mix.
- d. Remove debris and dispose of poles in accordance with environmental regulations.

END OF SUMMARY OF WORK



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-071-24 PR-072-24 Current Date 2 / 24 / 25

Project Description Miller Park and Trimmier Park - Ballfield Pole Removal

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.

This work only requires one trade and will not have any sub-contractors. Estimates at each location
between \$15k and \$30k.

Carleen Stout-Clark 2-24-25
Requested By (Department Director)

(Signature)	REAM Director	2-24-25
251-327-7309	(Title)	(Date)
Telephone Number		
	carleen.stout@cityofmobile.org.org	
	Email Address	

Reviewed By (Office of Supplier Diversity)

Archnique Kidd
Archnique Kidd (Feb 25, 2025 11:00 CST)

(Signature)	(Title)	(Date)
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Approved By (CAO)



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
Address	5413 Lott Rd Eight Mile, Al 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	- BALLFIELD POLE REMOVAL
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☒ Minority ☒ Non-minority ☒ SDVO ☒
	Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris

Signature: Brian Harris Date: 03/10/2025

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

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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 Your Bid/Proposal Amount \$ _____
_____/_____/_____ Description - BALLFIELD POLE REMOVAL

Date: 03/10/25

Name of Bidder/Proposer: Harris Contracting Services

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
Evan and Company	251-633-6840	Seed and hay and repair material	7,500.00	15%	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

Contact Person: Brian Harris Phone 251-377-3132 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
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
X		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
X		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

X 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. _____



Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title
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



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	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



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	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	06/24/2015

Harris Contracting Services, Inc.	
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
<u>Purchase Document Copies</u>	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

[Browse Results](#)[New Search](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2025

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 Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL: guardianinsuranceagency@gmail.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company INSURER B: Progressive Specialty Insurance INSURER C: StarStone National Insurance Company INSURER D: The Sheffield Fund / Evanston Insurance Co INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	x	x	AES125462900	09-20-2024	09-20-2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY	x	x	974152214	10-09-24	10-09-25	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ 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) \$
C	☒ UMBRELLA LIAB ☒ OCCUR	x	x	79505P242ALI	09-20-2024	09-20-2025	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED \$ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	x	600-2025-34095-00	01-01-2025	12-31-2025	☒ PER STATUTE ☐ OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

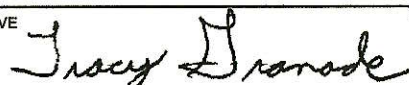
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project name: Trimmier Park- Ballfield Pole Removal Project Number: PR-072-24

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

CANCELLATION

City of Mobile Architectural Engineering Department P.O. Box 1827 Mobile, Al. 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  <TG>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2025

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 Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com														
INSURED Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Associated Industries Insurance Company</td><td></td></tr><tr><td>INSURER B: Progressive Specialty Insurance</td><td></td></tr><tr><td>INSURER C: StarStone National Insurance Company</td><td></td></tr><tr><td>INSURER D: The Sheffield Fund / Evanston Insurance Co</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Associated Industries Insurance Company		INSURER B: Progressive Specialty Insurance		INSURER C: StarStone National Insurance Company		INSURER D: The Sheffield Fund / Evanston Insurance Co		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

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

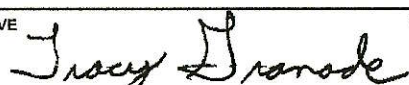
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Contractual Liability	x	x	AES125462900	09-20-2024	09-20-2025	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB						AGGREGATE \$
	☐ CLAIMS-MADE	x	x	79505P242ALI	09-20-2024	09-20-2025	\$
	DED RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	600-2025-34095-00	01-01-2025	12-31-2025	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project name: Millers Park- Ballfield Pole Removal Project Number: PR-071-24

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  <TG>
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NOTICE OF HEARING TO CONSIDER VACATION OF
CITY RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF
KNOLLWOOD DRIVE JUST NORTH OF MEDICAL PARK DRIVE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive.

The adoption of such resolution will be considered by the Mobile City Council on the 5th day of March 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF
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KNOLLWOOD DRIVE JUST NORTH OF MEDICAL PARK DRIVE

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Lisa C. Lambert
City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Jennifer White

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize the Mayor to enter into an agreement with the Alabama Department of Transportation (ALDOT) for detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St W within the City limits of Mobile; Project # STPMB-4925(); CPMS Ref#100079720 and 100079721.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-TAP-Old Shell from Ann St to Parkway
2. Agreement-TAP-Old Shell from Ann St. to Parkway
3. 09-513

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Be it resolved by the city council of the city of mobile, Alabama, as follows:

That the City enters into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St W within the City of Mobile; Project # STPMB-4925(); CPMS Ref# 100079720 and 100079721

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City.

I, the undersigned qualified and acting City Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council named therein, at a regular meeting of such Council held on the _____ day of _____, 2025, and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 2025.

Adopted: _____
City Clerk

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. STPMB-4925()
CPMS Ref# 100079720 & 100079721**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925(); CPMS Ref# 100079720 and 100079721.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 52,000.00
City Funds	\$ 13,000.00

TOTAL	\$ 65,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	\$ 448,000.00
City Funds	\$ 112,000.00

TOTAL (Incl CE&I)	\$ 560,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.
- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for *Procedures for Processing State and Industrial Access Funded County and City Projects*, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

- F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. 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.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____
City Clerk (Signature)

By: _____
As Mayor (Signature)

Type Name of Clerk
(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____
Legal Counsel for
Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.
Southwest Region Engineer

Bradley B. Lindsey, P.E.
State Local Transportation Engineer

Edward N. Austin, P. E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS ____ DAY OF _____, 20 ____.

KAY IVEY
GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER _____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925(); CPMS Ref# 100079720 and 100079721.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20_____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H

Page 1

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H
Page 4

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

Page 5

- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an in-place annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

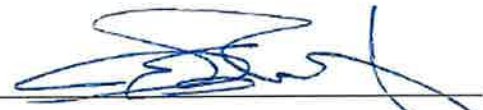
A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

1-20

Rev. 10/2017

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$125,000.00 be transferred from project SDT08 (20002000.94070) to grant project G-STPOLDSH (50015001.93030). These funds will be reallocated for grant match to upgrade detection equipment at intersections between Ann Street and Parkway Street on Old Shell Road.

Adopted: APR 01 2025



City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Flymotion, LLC, for drone with camera and multi-gas sensor for MFRD.

Amount of Contract:

\$55,479.00

Funding Source

Federal Pipeline & Hazardous Materials Safety Administration Grant

ATTACHMENTS:

1. 20250401 Flymotion Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 8 April 2025
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Flymotion, LLC.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Flymotion, LLC, for drone with camera and multi-gas sensor for MFRD.
Federal Pipeline & Hazardous Materials Safety Administration Grant

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$55,479.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5917

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

How many bidders submitted bids (if applicable): 3

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

No bids offered a firm fixed price and so all were non-responsive. IAW Ala Code 41-16-50(b)(4), informal price quotes were solicited from all failed non-responsive bidders. Awardee gave only quote.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22028</u>	2025	(2590) GRANT MANAGEMENT	DJI MATRICE M350 DRONE WITH CAMERA AND 4D MULTI-GAS SENSOR FOR MFRD (SEALED BID 5917)	\$55,479.00	<u>(299672)</u> <u>FLYMOTION, LLC</u>

Adopted:

City Clerk

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 003

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2025	5917	FIRE/GRANTS	205 Government St, Room 454S

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

11:00 AM, Friday, February 7, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	DRONE AND MULTI-GAS SENSOR The City of Mobile is requesting bids for a DRONE and multi-gas sensor for the Mobile Fire Department with perpetual mapping software per the attached specifications. If substituting, product must fulfill all features and requirements of the items specified. System should be Mission-Ready, with fully setup system <u>before</u> shipping, including: firmware/software updates on all components; system pairing/matching; bench/flight test; completely charged batteries for mission-ready flight out of the box. A functional demonstration may be required on Friday, February 12, 2025, at 10:00 am in Mobile, Alabama. BID ON EACH ITEM. Failure to bid on each item will cause your bid to be rejected. Pricing is to be held firm through September 30, 2025. Prices may be extended for up to 5 additional six month periods with the approval of the successful vendor and the City of Mobile. Quantities to be purchased are approximate. Additional items may be purchased. The minimum quantities listed should be purchased upon bid award. All prices must be the delivered price FOB Mobile, Alabama. Questions should be sent to purchasing@cityofmobile.org NO LATER THAN January 30, 2024.					
			TOTAL			

Page 1 of 4

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 1	Page 2 of 4 ITEM #1: DJI MATRICE M350 RTK AIRCRAFT BUNDLE WITH 2 YEAR ENTERPRISE CARE; KIT INCLUDES: 1 - M350 RTK AIRCRAFT WITH SINGLE GIMBAL BRACKET 1 – RC PLUS CONTROLLER 2 – TB65 FLIGHT BATTERY 1 – BS65 BATTERY STATION CASE 1 – WHEELED CASE FOR SYSTEM 1 – EXTRA PAIR OF PROPS - INCLUDES 2 YEAR WARRANTY (EXCLUDING BATTERIES) 3 REPLACEMENTS IN 2 YEARS FOR THE BASIC DEDUCTIBLE RATE Providing_____Price_____					
MIN 1	ITEM #2: DJI ZENMUSE H30T PAYLOAD WITH 2 YEAR CARE BASIC Providing_____Price_____					
MIN 1	ITEM #3: SNIFFER 4D MULTI-GAS SENSOR FOR M300 WITH PERPETUAL MAPPING SOFTWARE; SNIFFER 4D UNIT INCLUDING THE ADAPTER KIT FOR DJI M300 AND THE FOLLOWING VOCs: CXHY/CH4/LEL, CO, CO2, CI2, O2, NO2, H2S AND PERPETUAL MAPPING SOFTWARE AND STANDARD 1 YEAR WARRANTY. Providing_____Price_____					
MIN 1	ITEM #4: GL60 PLUS GIMBAL SPOTLIGHT BY CZI; THE GL60 PLUS GIMBAL SEARCHLIGHT ADOPTS 4 GROUPS OF OPTICAL IMAGING COMPONENTS, EACH GROUP CONSISTS OF 4 LENSES COMBINED, EMITTING A SHARP LIGHT COLUMN WITH ONLY ANGLE OF 15 DEGREES, CONSISTENT COLOR AND EVEN BRIGHTNESS, AND STABLE OUTPUT OF 24LUX OPTIMAL ILLUMINATION, EFFECTIVE IRRADIATION DISTANCE UP TO 150 METERS, ELEVATING THE AERIAL ILLUMINATION EFFECT OF UAV NIGHT OPERATION TO A NEW STANDARD, COMPATIBLE WITH DJI M200V2, M300RTK AND OTHER SERIES OF UAVS THROUGH DJI SKYPORT V2.0 INTERFACE, WHICH CAN MEET THE NEEDS OF NIGHT INSPECTION, WARNING AND DISPERSE AND ORIENTATION INDICATION, POWER GRID PATROL, SEARCH AND RESCUE AND OTHER NIGHT OPERATIONS. Providing_____Price_____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
MIN 6	Page 3 of 4 ITEM #5: DJI TB65 FLIGHT BATTERY (M300/M350). Providing _____ Price _____					
MIN 2	ITEM #6: DJI WB37 CONTROLLER/MONITOR BATTERY; USED FOR CRYSTALSKY AND CENDENCE CONTROLLER. Providing _____ Price _____					
MIN 1	ITEM #7: DJI M300 DUAL GIMBAL BRACKET. Providing _____ Price _____					
MIN 1	ITEM #8: INTERNATIONAL SHIPPING FOR SNIFFER SYSTEM. Providing _____ Price _____					
MIN 4	ITEM #9: M350 HIGH ALTITUDE/ LOW NOISE PROP SET (2/PAIR). Providing _____ Price _____					
BID TOTAL EXTENDED PRICE \$ _____						
All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.						
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

Page 268 of 664

Page _____ of _____

Page 269 of 664

Additional Terms Relating to Purchases with Federal Grant Awards

1. **FEDERAL GRANT FUNDING.** This procurement may be funded in whole or part with federal grant funds.
2. **LOCAL VENDOR PREFERENCE.** No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.
3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.
4. **REMEDY FOR NON-PERFORMANCE/TERMINATION OF CONTRACT**

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bid awardee will immediately notify the City of the receipt of

any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

11. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



Professional Services Contract City of Mobile

Racket Stringing PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 19th day of February 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Jordan DeLass (sometimes hereinafter Contractor), the parties agree as follows:

WHEREAS, the parties wish to enter into a professional services contract for the purpose of professional tennis services to string rackets;

WHEREAS, the Contractor is engaged in the business of stringing rackets;

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

NOW, THEREFORE, WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

- A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.
- B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract shall not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months unless terminated early.

IV. GENERAL PROVISIONS

A. **Records.** Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. **No City partnership.** Notwithstanding any of the provisions of this Agreement, it is agreed that City has no-financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

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

D. **Assignment.** Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. **Ordinance compliance.** Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

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

G. **Early contract termination.** Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

H. **Breach.** In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

I. **Indemnity.** 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 Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. **Representatives and notices.** The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Jordan DeLass
1639 Bridge Mill Drive SE Apt.H
Marietta, Ga. 30067

L. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

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

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

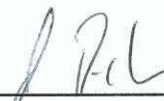
N. **Governing law.** This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. **Licenses and Permits.** Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. **Immigration law.** The contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

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

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


Jordan DeLass, Tennis Racket Professional

STATE OF ALABAMA
COUNTY OF MOBILE

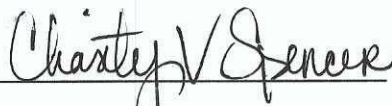
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Jordan DeLass, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he executed the same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

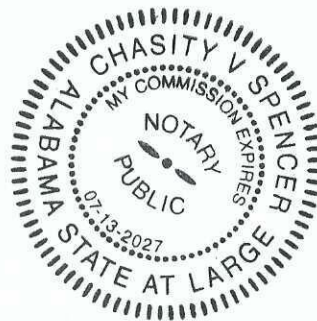
Given under my hand and official seal this the 19th day of February, 2024

SEAL

Notary public

MY COMMISSION EXPIRES:


07-13-2027



CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

Exhibit A
Statement of Work

1. Contractor will possess and maintain proficiency in the stringing of tennis racquets, and apply the methods and practices recommended by the United States Racket Stringers Association stringers manual. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will perform all stringing work for City at the City's Tennis Center Pro Shop, using City provided equipment and supplies, unless otherwise specifically agreed to.
3. Contractor will maintain a professional appearance and demeanor at all times while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
4. Contractor will work on a schedule as mutually agreed upon with the City. City will task Contractor in an agreed-upon manner most efficient for the timely completion of work in compliance with customer expectations. Contractor is not guaranteed a minimum amount of work.
5. Contractor is expected to perform the services requested in a timely manner, with the objective that racquets received before 2:00 pm will be completed before the end of the shop's regular business hours that day.
6. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
7. City will pay Contractor \$15 per racket Contractor strings. Contractor will not solicit or otherwise encourage the payment of tips or other gratuities from customers.
8. Contractor will invoice City, and City will pay Contractor, weekly for the number of rackets strung the previous week

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Jordan DeLass to provide racquet stringer services for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$70,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Caleb Richardson to provide tennis lessons and clinics for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed \$80,000 per year 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.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

City Clerk



Professional Services Contract City of Mobile

Mobile Tennis Teaching PRO

This Professional Services Contract (sometimes hereinafter "Agreement") made and entered into this 18th day of February 2025, by and between THE CITY OF MOBILE, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City") and Caleb Richardson (sometimes hereinafter Contractor)

WHEREAS, the Parties entered into that certain Professional Services Contract, dated as of April 19, 2022, for the purposes of professional tennis services (Original Agreement);

WHEREAS, the Parties desire to amend and restate the Original Agreement in its entirety; and

WHEREAS, Contractor is engaged in the business of teaching tennis lessons/clinics;

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

NOW, THEREFORE, WITNESSETH:

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

I. PROFESSIONAL SERVICES TO BE PERFORMED

A. Contractor agrees that it will provide the services as described below and in the attached Exhibit A, Statement of Work. To the extent that the terms of Exhibit A are inconsistent with those in this Agreement, the terms contained this Agreement shall control.

B. The Director, Mobile Tennis Center, or his designated representative, shall provide specific tasking to the Contractor with respect to the series described in Exhibit A.

II. COMPENSATION

City hereby agrees to pay the Contractor for the work performed according to the fee schedule and payment terms attached in Exhibit A. The total amount of this contract should not exceed \$80,000 per year.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its execution by the City of Mobile and shall continue for thirty-six months or three years.

IV. GENERAL PROVISIONS

A. Contractor agrees to permit the City access to, and as requested copies of, all books and records received and developed in connection with the contract work.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures, or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies, or other thing or things whatsoever.

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

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City, which such consent shall be granted or derived solely at City's discretion. All designs, logos, artwork, graphics, or creative content created for this contract are the property of the City and are subject to prior review and approval by the City before public dissemination or publication.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

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

G. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement. Contractor further agrees that the City may terminate this Agreement without cause by providing written notice 30 days in advance of the date of termination.

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

I. Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this contract or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

J. The City's representative for purposes of this Agreement is the Director, Mobile Tennis Center. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

Director, Mobile Tennis Center
City of Mobile
851 Gaillard Drive
Mobile, Alabama 36608

Copy to: City Attorney
City of Mobile Legal Department
PO Box 1827
Mobile, Alabama 36633-1827

And to Contractor at:
Caleb Richardson
520 Oakmont Street
Saraland, Al. 36571

L. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement and supersedes all prior agreements, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including,

without limitation, the Original Agreement, which Original Agreement shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

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

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

N. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

O. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

P. The contractor 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.

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

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

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk


Caleb Richardson, Tennis Professional

STATE OF ALABAMA
COUNTY OF MOBILE

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

Given under my hand and official seal this the 18 day of February, 2025

SEAL

Notary public

MY COMMISSION

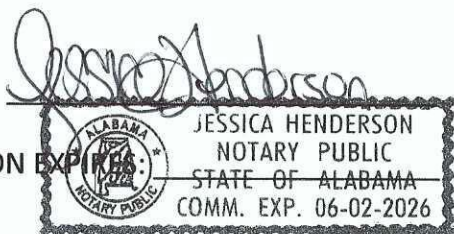


Exhibit A

Statement of Work

1. Contractor will possess and maintain a current SafePlay certification, USPTA or PTR certification, liability insurance with additional coverage to include City of Mobile, and CPR/AED certification. Performance of work below this standard or failure to maintain the required proficiency will be cause for termination of the contract.
2. Contractor will always maintain a professional appearance and demeanor while engaged in performance of the contract. Contractor will reflect the Tennis Center's customer friendly, helpful, professional, and knowledgeable image.
3. Contractor will uphold and enforce Mobile Tennis Center Policies and Procedures and strictly enforce and adhere to the Inclement Weather Policy.
4. Tennis Center will set and collect all Customer fees for lessons and court usage. Students will make all lesson payments with the Tennis Center. Tennis Center will coordinate with Contractor to assign Customers to Contractor based on Contractor availability. Contractor is not required to accept any specific Customers or conduct any specific classes. Once Contractor accepts a customer or class assignment, Contractor is required to keep the student and class commitment for the duration of the scheduled class duration unless otherwise agreed to by the Tennis Center Director. The Tennis Center will notify students of class assignments and meeting dates and times. Contractor is not guaranteed a minimum amount of work.
5. Contractor is required to teach a minimum of 4 hours of public clinics per week when scheduled through the Mobile Tennis Center if the hours are available.
6. Contractor may also independently schedule Contractor's own lessons, at Contractor's own schedule, directly with Customers. Contractor must notify Tennis Center, of any planned instruction times, locations, and student names, at least 24 hours in advance of any class. Contractors must direct Customers to make payment for classes directly with the Tennis Center. The City will take 15% of every fee paid by the public for private lessons and group lessons.
7. This contract can be terminated at any time if either party wishes to do so.
8. Contractor will notify the City promptly of any Customer complaints regarding contract services provided.
9. The City will provide balls, baskets, and other teaching aids to the contractor within reason.
10. City will pay Contractor per hour Contractor teaches according to the below pay rate schedule.
11. Contractor will invoice City, and City will pay Contractor, bi-weekly for the number of lessons taught the previous two weeks. Contractor must detail in Contractor's invoice the class dates, location, duration, and number of students for each class for which instructor is invoicing.

EXHIBIT A - Tennis Contractor Pay Rates

Private Instructor Lesson Rates at Mobile Tennis Center

HALF HOUR

Customer Pays \$30.00 (1-6 STUDENTS) 85% to Instructor = \$25.50

1 HOUR

Customer Pays \$60.00 (1-6 STUDENTS) 85% to Instructor = \$51.00

Customer Pays \$70.00 (7-8 STUDENTS) 85% to Instructor = \$59.50

Customer Pays \$80.00 (9-12 STUDENTS) 85% to Instructor = \$68.00

Public Clinic Instructor Pay Rates at Mobile Tennis Center

*HALF HOUR

\$30.00 (1-6 STUDENTS)

*1 HOURS

\$60.00 (1-6 STUDENTS)

\$70.00 (7-8 STUDENTS)

\$80.00 (9-12 STUDENTS) if only one Instructor

Private Group Clinic Instructor Pay Rate at Mobile Tennis Center

- City retains 15% of amount collected for Private Group Clinic Instruction
- Rates negotiated and agreed upon among Mobile Tennis Centers Administration, Instructor and Group Representative
- Rate cannot be lower than a Private Lesson Instructor Rate
- Private Clinic hours do not count as part of the Public Clinic Instruction requirement in the contract



CAPITAL CONTRACT SUMMARY SHEET

N/A



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Accept a Perpetual Non Exclusive Easement from the Mobile Area Water and Sewer Commissioners of the City of Mobile.

Amount of Contract:

0

Funding Source

N/A

ATTACHMENTS:

1. RESOLUTION 525 Bay Bridge
2. Easement Agreement

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY 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 Perpetual Non Exclusive Easement from the **MOBILE AREA WATER AND SEWER COMMISSIONERS** of the City of Mobile.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

City Clerk

EASEMENT AGREEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

THIS EASEMENT AGREEMENT is made and entered into as of the _____ day of _____ 2025, by and among the BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, a public corporation of Alabama (the "Grantor)", and the CITY OF MOBILE, a Municipal Corporation organized and existing under the laws of the State of Alabama (the Grantee).

WITNESSETH:

WHEREAS, the Grantor is owner of certain property located in Mobile County, Alabama, which property is more particularly described on "Exhibit A" and as shown on "Exhibit B" attached hereto (hereinafter, the "Easement Area"); and

WHEREAS, the City of Mobile is seeking to enhance and beautify the property surrounding the Africatown Welcome Center; and

WHEREAS, The City of Mobile is seeking an easement and as described in "Exhibit A" (the "Easement Area"), as shown in "Exhibit B"; and

WHEREAS the Grantee has requested and the Grantor is agreeable to granting a perpetual non-exclusive easement over said property for the limited uses set forth herein;

NOW, THEREFORE, Grantor, for and in consideration of the premises and the sum of One Dollar (\$1.00) to it in hand paid, the receipt of which is hereby acknowledged, hereby conveys unto the said Grantee a non-exclusive easement over the Easement Area as approved by Grantor to the Easement Area. The grant herein shall be at all times subject and subordinate to the rights and needs of Grantor to operate and maintain the water and sewer system facilities.

GRANTOR AND GRANTEE agree as follows:

1. Grantee shall be responsible, at its expense, for constructing and maintaining improvements in the Easement Area. Grantee shall keep the Easement Area clear of trash, waste, litter and vandalism. Grantee shall monitor the Easement Area and take action necessary to prevent crimes and keep the public safe within the Easement Area. This is not an exclusive easement and Grantor shall always have the right to enter the Easement Area, but Grantor shall not have the obligation to conduct any of the foregoing activities all of which are the sole obligation of Grantee.

2. The parties agree that Grantor's business operations are paramount to the Grantee and the public's use of the Easement Area. Grantor reserves the right to continue to use the Easement Area for its business operations and reserves the right to modify the Easement Area as needed for the benefit of its business operations.

3. The parties contemplate the use of the Easement Area by the general public; however, Grantee shall not have the right to grant easements over the Easement Area to any third party without prior written consent of Grantor.

4. Grantee shall defend and hold harmless Grantor from and against all claims, demands, losses and/or damages arising out of, or relating to, the use of the Easement Area by Grantee, its agents and/or the general public.

5. Grantor makes no representations or warranties, expressed or implied, as to the status of title or the physical condition of the Easement Area, and expressly disclaims the foregoing. Grantee accepts the Easement Area AS IS.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement the day and year first above written.

[Signature Pages Follow]

GRANTEE:
CITY OF MOBILE, a Municipal Corporation

By _____
William S. Stimpson
Its Mayor

ATTEST:

By: _____
Lisa C. Lambert
City Clerk

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William S. Stimpson and Lisa C. Lambert whose names as Mayor and City Clerk, respectively, of the City of Mobile, a municipal corporation, are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation, on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2025.

Notary Public, State of Alabama
My Commission Expires _____

Grantor:
Board of Water and
Sewer Commissioners of
The City of Mobile
Mobile, AL 36618

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

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

**BOARD OF WATER AND SEWER
COMMISSIONERS OF THE CITY OF MOBILE,
a Public Corporation**

By _____

Its Director

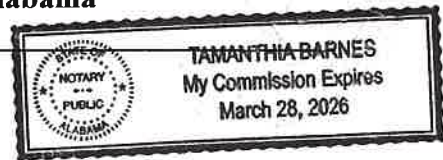
**STATE OF ALABAMA)
COUNTY OF MOBILE)**

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bud McCrory whose name as Director of the Board of Water and Sewer Commissioners of the City of Mobile, a public corporation, is signed to the foregoing conveyance, and who is known to me, as acknowledged before me on this day that, being informed of the contents of the above and foregoing conveyance, that he, as such officer and with full authority, executed the same voluntarily for and as the act of said public corporation, on the day the same bears date.

Given under my hand and official seal this the 31st day of March, 2025.

Tamantia Barnes
Notary Public, State of Alabama

My Commission Expires:



“EXHIBIT A”

VACANT LAND, Bay Bridge Road (formerly 525 Bay Bridge Road, Mobile, AL 36610)

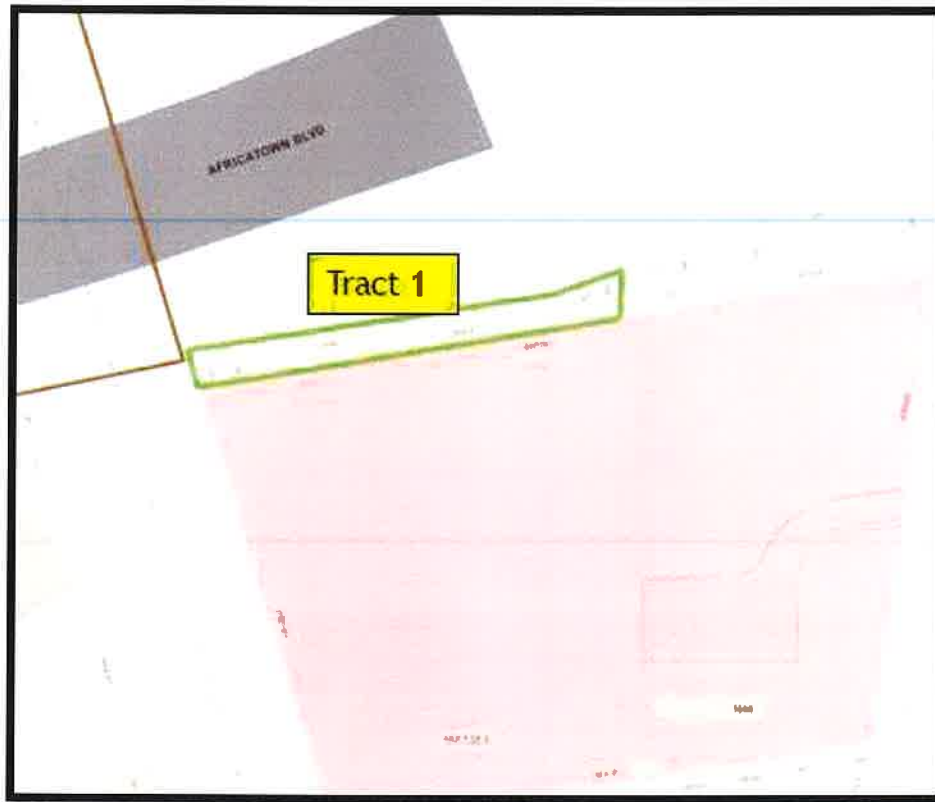
KEY NO. – 625924

PARCEL NO. – 29 02 44 0 003 085

LEGAL DESCRIPTION PER MOBILE COUNTY REVENUE COMMISSION:

BEG IN S/L LOT 1 GTG&R DIV OF ST LOUIS TRT MINUTE BK 6 P 140 & E/L SOUTHERN RR TH
NLY 190 FT TH ELY ALG BAY BRIDGE RD 208 FT (S) TH NLY 10 FT (S) TH ELY 135 FT (S) TH
SLY 250.2 FT TH WLY 283.2 FT TO POB BEING PT LOT 1 SD SUB LESS R/W BAY BRIDGE RD
#SEC 44 T4S R1W #MP29 02 44 0 003

"EXHIBIT B"



R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A LIMOUSINE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Juanita Mullis to operate a limousine service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Juanita Mullis for a Certificate of Public Convenience and Necessity to operate a limousine service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Juanita Mullis individually or on behalf of Top Cat Limousine, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Top Cat Limousine / Juanita Mullis

Business Address: 1

Telephc

name Top Cat Limo

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate

SSN:

Residence Address:

Address

City

State

Zip code

Telephone Numbe

iver's License #:

Residing in Mobile County: Years: 8

Months: 10

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: 1

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Title Address Amount of Stock Held (if any)

Juanita Mullis owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name Date Amount Location Disposition

None

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐

Sedan ☐

Shuttle ☐

Horse Drawn Carriage ☐

Other ☒

Limousine

Location of terminal/depot or stand & stables: by appointment

What will be your days and hours of operation? 8-5 or

How many vehicles (carriages) do you intend to operate? 1 to 5

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Cadillac

Year: 2018

Model: Escalade ESV

Make:

Year:

Model:

Make:

Year:

Model:

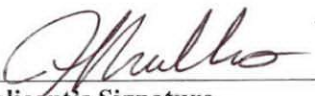
If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Metallie Grey/Black - Top Cat Limo



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

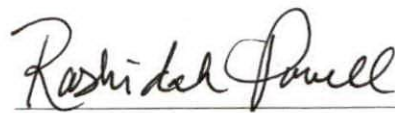

Applicant's Signature

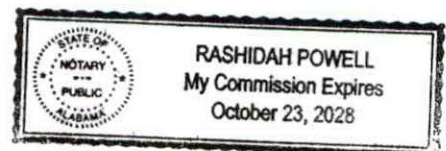
NAME OF ENTITY:

Top Cat Limousine

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
18 DAY OF March, 2025


Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Juanita Mullis

Nickname(s) or Maiden Name: Nita Mullis

Current Address: _____

Previous Address: W. _____

Personal Description:

Height: 5'8"

Weight: 175

Hair Color: Blonde/White

Eye Color: Hazel

Social Security Numb _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

J Mullis
Signature

3/18/2025
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Juanita Mullis

Date of Birth 3 Security #: _____

Present Address _____

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: Self - same as above

Present Position/Title: owner

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
<u>n/a</u>	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Juanita Mullis

Date Signed 3/18/2025

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

JUANITA ANNE MULLIS

Date: 04-16-2024

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

JUANITA ANNE MULLIS

Search Completed Result

04-16-2024 E2024107000000167937

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 website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Shenika Matthews Hobdy to operate a sedan service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 8, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Shenika Matthews Hobdy for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Shenika Matthews Huber individually or on behalf of SSA Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Shenika Matthews-Huber

Business Address: _____

Telephone: 2

Name SSA Transportation LLC

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

X
Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's Lic _____

Residing in Mobile County: Years: 4 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

☒ A citizen or national of the United States

☐ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address _____

(If different from address provided in Part I)



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Shenita C Matthews - Hobby

Date of Birth: _____ Security #: _____

Present Address: 1

Home Phone Number: 251 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	<u>n/a</u>	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

Give nature of all transactions or acts giving rise to these judgements.

n/a

Give name and location of court in which judgements were entered and date entered.

n/a

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Shenita C Matthews - Hobby

3-10-25
Date Signed



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
------	-------	---------	-------------------------------

N/A			
-----	--	--	--

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
------	------	--------	----------	-------------

N/A				
-----	--	--	--	--

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday – Friday

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Chery</u>	Year: <u>2015</u>	Model: <u>Manibu</u>
Make: <u>BMW</u>	Year: <u>2018</u>	Model: <u>X2</u>
Make: <u>CANDROVEN</u>	Year: <u>2020</u>	Model: <u>Discovery</u>

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

N/A	
-----	--



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Sherika Matthews White

Nickname(s) or Maiden Name: Sherika Matthews

Current Address: _____

Previous Address: same

Personal Description:

Height: 5'2"

Weight: 214

Hair Color: Black

Eye Color: brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Sherika Matthews White
Signature

03-10-2025
Date signed



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.


Applicant's Signature

NAME OF ENTITY:

SJA Transportation, LLC

By: Shenika C. Matthews Hobdy
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
10 DAY OF March, 2025


Notary Public

MY COMMISSION EXPIRES SEPTEMBER 21 2026



Personal Data Report

General Descriptors

Name: MATTHEWS HOB DY SHENIKA CHANTRELL

Address:

Nick Name:

Phone:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 39

Weight: 208

Eyes: BROWN

Height: 5'02"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Identifying Numbers

DL State

DL #:

DL Type: CDL A

SSI

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
NO RECORD

CHECKED BY:

DATE:

03-07-2025



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION-NFWF National Coastal Resilience Fund

REVIEWERS:

Kelsi Tippery

Laura Angle

Cherlina Monteiro

James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Fish and Wildlife Foundation (NFWF), National Coastal Resilience Fund (NCRF), grant assistance in the amount of \$1,000,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Fish and Wildlife Foundation, National Coastal Resilience Fund. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National League of Cities (NLC), Advancing Economic Mobility Rapid Grant Program, grant assistance in the amount of \$20,000.00. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National League of Cities: Advancing Economic Mobility Rapid Grant Opportunity. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Apply, accept and receive from the National Oceanic and Atmospheric Administration (NOAA), grant assistance in the amount of \$700,000.00 in support of the NAS Gulf Research Program

Amount of Contract:

Funding Source

ATTACHMENTS:

1. RESOLUTION NOAA-NAS Gulf Research Program

REVIEWERS:

Kelsi Tippery
Laura Angle
Cherlina Monteiro
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive from the National Oceanic and Atmospheric Administration (NOAA), grant assistance in the amount of \$700,000.00 in support of the NAS Gulf Research Program. There is no match requirement.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the National Oceanic and Atmospheric Administration. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Chicken Wing Chicken Wing Hot Dog and Bologna, LLC
Location:	BB Q Chicken 3962 Airport Boulevard Suite C Mobile, AL 36608

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/02/2025	NEW APPLICATION	2025 - 5722	125638	5	April 15, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC

Trade Name (DBA)

BB Q CHICKEN

Location Address

3952 AIRPORT BLVD STE C

City, State, Zip Code

MOBILE AL 36608

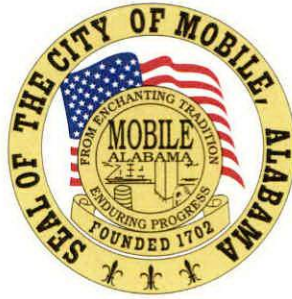
Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
DISTRICT 2

BEN REYNOLDS
DISTRICT 4

JOEL DAVES
DISTRICT 5

JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/02/2025	NEW APPLICATION	2025 - 5722	125638	5	April 15, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC

Trade Name (DBA)

BB Q CHICKEN

Location Address

3952 AIRPORT BLVD STE C

City, State, Zip Code

MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: April 7, 2025

Re: Application # 5722 / 3952 Airport Blvd. Ste. C

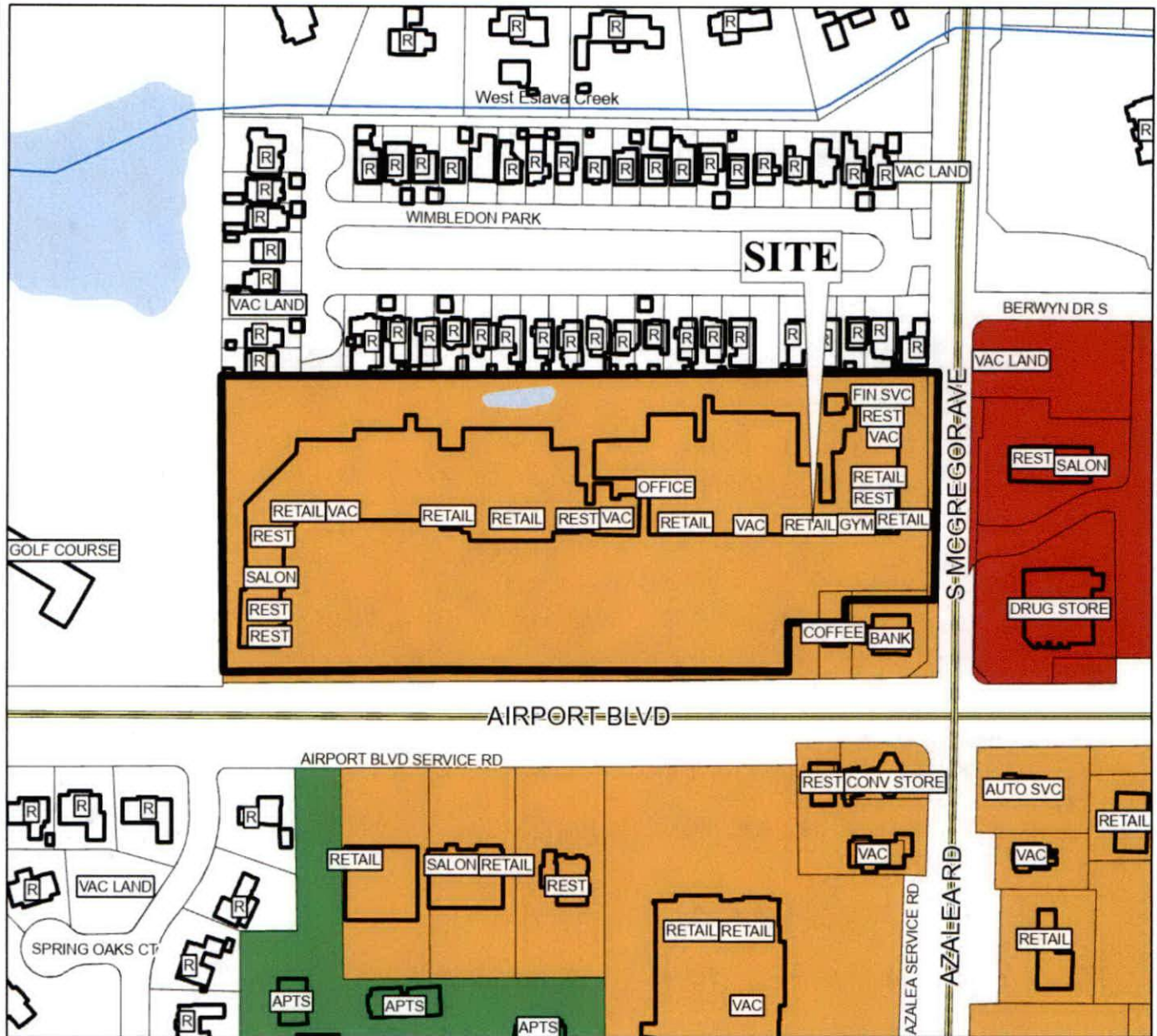
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5722 DATE 4/15/2025
 APPLICANT CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC
 LOCATION 3952 AIRPORT BLVD STE C
 REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-8	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/02/2025	NEW APPLICATION	2025 - 5722	125638	5	April 15, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC

Trade Name (DBA)

BB Q CHICKEN

Location Address

3952 AIRPORT BLVD STE C

City, State, Zip Code

MOBILE AL 36608

Contact Person Information				
Name	Title	POA	Phone	Email
NHAT D TRUONG	MEMBER	NO		BB.QCHICKENMOBILE1@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 05/20/2023

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 04/02/2025	Application Type NEW APPLICATION	Application Number 2025 - 5722	License Account # 125638	Council District 5	Council Agenda Date April 15, 2025
License Type Applied for with Alabama ABC Board 020 - RESTAURANT RETAIL LIQUOR			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC			Trade Name (DBA) BB Q CHICKEN		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 08/02/2022	SOS Entity ID 001-032-745	State AL	County MOBILE
Federal Tax ID (FEIN) 88-3755690	Alabama State Sales Tax ID R011604208	Business Phone Number			
Physical Address (Street Address, Suite #) 3952 AIRPORT BLVD STE C		City MOBILE	State AL	Zip Code 36608	
Mailing Address (Street Address, Suite #, PO Box)		City	State	Zip Code	
Primary Business Activity at the Location Explain (other) RESTAURANT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name NHAT D TRUONG	Title MEMBER	POA NO	Phone	Email BB.QCHICKENMOBILE1@GMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number	Any ABC Pending Actions		
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name PINEBROOK INVESTMENT LLC		Property Owner Phone Number (251) 343-4000		Property Owner Email	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 3964 AIPORT BLVD		City MOBILE	State AL	Zip Code 36608	
Bldg Square Footage 1,746	Bldg Seating Capacity 32	Restroom Facilities YES	Patio Area NO	Structure Type SHOPPING CENTER	License Covers PARTIAL - ATTACHED
Do the premises have a fully equipped/operational kitchen? YES Is the business used to habitually and principally provide food to the public? YES Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
TRUONG, NHAT DANG		OWNER		AL 7639303	
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
/04/1989	VIETNAM	647-09-7397		(251) 406-1013	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
HUYNH, DONNA NGUYEN		MEMBER			
Home Address (Street Address, Apt/Unit #)		City		State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials NT

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

NT

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.

NT

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

NT

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.

NT

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

NT

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

NT

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.

NT

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

Date of Application Signature

NHAT DANG TRUONG

4/2/25

Owner/Applicant/POA Signature

Title of Person Signing this Application



MEMBER

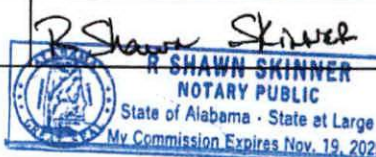
Sworn to and subscribed before me this 2nd day of April 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner



November 19 2025

CITY OF MOBILE
REVENUE DEPARTMENT

April 2, 2025



BB Q CHICKEN
3952 AIRPORT BOULEVARD
UNIT C
MOBILE, AL 36608 USA
ACCOUNT NUMBER: 125638 TERRITORY 5

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
2026773	12/2025	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

04/02/2025 10:47AM NICKOL H.
045722-0003

BUSINESS LICENSE

CHICKEN WING, CHICKEN WING, HOT DOG, AND
125638
2025 Item: 2026773
ALCOHOL APPLICATION
FEE

\$50.00

\$50.00

Subtotal \$50.00
Total \$50.00

CASH \$50.00

Change due \$0.00

Paid by: CHICKEN WING, CHICKEN WING, HOT
DOG, AND



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC

dba

BB Q CHICKEN

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

3952 AIRPORT BLVD STE C

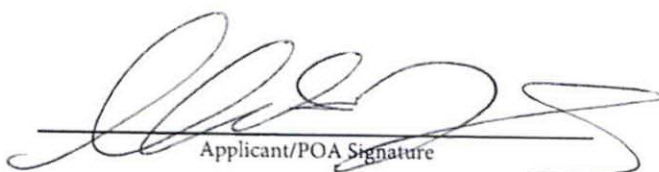
, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 15, 2025

for application number **2025 - 5722**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC

Trade Name (DBA)

BB Q CHICKEN

Location Address

3952 AIRPORT BLVD STE C

Zip Code

36608

Application Number

2025 - 5722

Notice Post Date @ Location

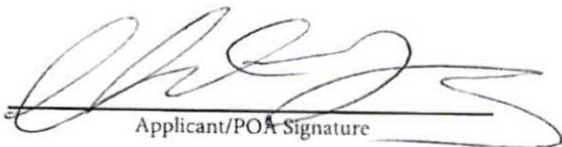
04/02/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 15, 2025

Date

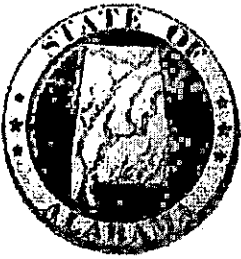
Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250319131953530



Type License: 020 - RESTAURANT RETAIL LIQUOR State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: BB Q CHICKEN Filing Fee: \$50.00
Applicant: CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC Transfer Fee:
Location Address: 3952 AIRPORT BLVD STE C MOBILE, AL 36608
Mailing Address:
County: MOBILE Tobacco sales: NO Tobacco Vending Machines:
Product Type: Type Ownership: LLC
Book, Page, or Document info: 001-032-745
Do you sell Draft Beer?:
Date Incorporated: 08/02/2022 State incorporated: AL County Incorporated: MOBILE
Date of Authority:
Federal Tax ID: 88-3755690 Alabama State Sales Tax ID: R011604208

Name:	Title:	Date and Place of Birth:	Residence Address:
NHAT DANG TRUONG	OWNER		
DONNA NGUYEN HUYNH	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: NHAT TRUONG
Business Phone:
Fax:

Home Phone:
Cell Phone:
E-mail: BB.QCHICKENMOBILE1@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250319131953530

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: PINEBROOK INVESTMENT LLC 251-343-4000
What is lessors primary business? LEASING
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1746 Display Square Footage:
Building seating capacity: 32 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250319131953530

Initial each

☐ NT

☐ NT

☐ NT

☐ N/A

☐ N/A

☐ N/A

☐ NT

☐ NT

☐ NT

Signature page

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the 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): **NIHAT TRONK**

Signature of Applicant:

Notary Name (print): **April W. Jones**

Notary Signature:

Commission expires: 4/12/2026

Application Taken:

App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received in District Office:

Reviewed by Supervisor:

Received from Local Government:

Forwarded to Central Office:

Receipt Confirmation Page

Receipt Confirmation Number: **20250319131953530**
Application Payment Confirmation Number: **107864902**

Payment Summary	
Payment Item	Fee
Application Fee for License 020	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
020 - RESTAURANT RETAIL LIQUOR	\$300.00	\$300.00	\$600.00
			\$0.00
Total Amount to be Charged	\$300.00	\$300.00	\$600.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: BBQ CHICKEN
Applicant Name: CHICKEN WING CHICKEN WING HOT DOG AND BOLOGNA LLC
Location Address: 3952 AIRPORT BLVD STE C
MOBILE, AL 36608
Mailing Address: 2239 CLAIRMONT DR W
SEMMES, AL 36575
Contact Person: NHATE TRUONG
Contact Home Phone: 251-406-1013
Contact Business Phone: 251-406-1013
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:



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

March 13, 2025

Dear Mr. Truong,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX

TCN:8002512121

NAME:TRUONG,NHAT DANG

SOC:647097397

ABI RESULT:NON-IDENT

SID:AL50321106

**CERTIFIED COPY
OF
ALEA DOCUMENT**



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

March 13th, 2025

Dear Ms. Huynh,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8002512120
NAME:HUYNH,DONNA NGUYEN
SOC:420336940
ABI RESULT:NON-IDENT
SID:AL50321104

CERTIFIED COPY
OF ALEA DOCUMENT

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Chicken Wing, Chicken Wing, Hot Dog, and Bologna 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): Nhat D Truong

Street (no PO Boxes) address of registered office (must be located in Alabama):

*COUNTY of above address: MOBILE

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-032-745	DLL
Date	08/02/2022
Time	17:09:00
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 / 2 / 2022 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 5 : 9 ☐ 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 / 2 / 2022
Date (MM/DD/YYYY)

Nhat Truong

Signature as required by 10A-5A-2.04

Organizer

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

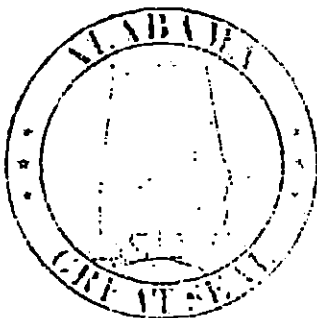
STATE OF ALABAMA

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:

Chicken Wing, Chicken Wing, Hot Dog, and Bologna LLC

This name reservation is for the exclusive use of Nhat Truong, 2239 Clairmont Dr. W, Semmes, AL 36575 for a period of one year beginning August 02, 2022 and expiring August 02, 2023



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 02, 2022

Date

J. H. Merrill

RES037760

John H. Merrill

Secretary of State

 IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 08-17-2022

Employer Identification Number:
88-3755690

Form: SS-4

Number of this notice: CP 575 A

CHICKEN WING CHICKEN WING HOT DOG
AND BOLOGNA
BB Q CHICKEN
% NHAT TRUONG MBR
2239 CLAIRMONT DR W
SEMMES, AL 36575

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 88-3755690. 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	04/30/2023
Form 940	01/31/2024
Form 1065	03/15/2023

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*.



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

**CHICKEN WING CHICKEN WING HOT DOG &
BOLOGNA LLC**

SLS	R011604208	01/1/2025	12/31/2025
-----	------------	-----------	------------

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 722513

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

3952 AIRPORT BLVD STE C MOBILE AL 36608-2204



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

SUITE IN A SHOPPING CENTER

Ownership Type

Company Name

The above described property is ☐ Owned ☒ Leased to/by

Pinebrook Investment LLC

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 2nd day of April 20 25

Notary Printed Name <u>Edna H. Delchamps</u>	Notary Signature <u>Edna H. Delchamps</u>	My (Notary) Commission Expires <u>11/16/2026</u>
---	--	---

Notary Stamp

Owner of Property (Print Name)

Pinebrook Investment, LLC

Applicant Name (Print Name)

NHAT TRUONG

by: William Youngblood authorized member

Owner of Property (Signature)

Applicant Name (Signature)

WT authorized member

Street Address

Street Address

3964 Airport Blvd

City, State, Zip

Mobile, AL 36608

Date Agreement Signed

4/2/2025

4/2/25



Revision Date 10.23.2023

| Application Property Ownership

Mobile County Property Search

Key Number: 1948218 For Year 2024

Property Details

Account

Key Number: 1948218
Legal Description: LOT A PINEBROOK SHOPPING CENTER SUBDIVISION MBK 130/20
Parcel Number: 2806233000048001
Type: Real
Property Class: 2

Location

Address: 3950 AIRPORT BLVD MOBILE, AL 36608-2224

Owner

Name: PINEBROOK INVESTMENT LLC

Mailing Address: P O BOX 81934
MOBILE , AL 36689

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	\$25,917,400
Land Value:	\$2,258,900
Appraised Value:	\$21,928,000
Taxable Value:	\$21,928,000
Assessed Value:	\$4,385,600

VALUES DISPLAYED ARE 2024 VALUES.

PINEBROOK SHOPPING CENTER LEASE

Airport Boulevard and McGregor Avenue
Mobile, Alabama

THIS LEASE, dated for reference purposes on August 29, 2022 (the "Effective Date"), is entered into by and between PINEBROOK INVESTMENT, LLC, an Alabama limited liability company ("Landlord"), Chicken Wing, Chicken Wing, Hot Dog and Bologna LLC an Alabama limited liability company, d/b/a bb.q Chicken ("Tenant"). Each of the parties to this Lease acknowledges the receipt of a valuable consideration from the other and that it is entering into this Lease in further consideration of the promises and undertakings of the other as herein stated.

ARTICLE 1
DESCRIPTION

Section 1.1 Leased Premises.

a. Landlord leases to the Tenant, and Tenant rents from Landlord, the premises located at 3952 Airport Blvd Ste C, Mobile, AL 36608 containing 1,746 square feet (the "Leased Premises" or "Premises") in the PineBrook Shopping Center situated at the intersection of Airport Boulevard and McGregor Avenue ("Shopping Center") in Mobile, Alabama, together with the right in common with others to use, subject to the terms and conditions of this Lease, the automobile parking areas, driveways, service roads and other common facilities of the Shopping Center as from time to time may be designated by Landlord.

b. A layout for the Leased Premises in the form of a floor plan drawing that indicates the interior walls of the Leased Premises and a site plan that indicates the contemplated location of the Premises within the Shopping Center are attached hereto. The building floor plan and site plan attached hereto as Exhibit A are not representations as to the location of any other tenant or continued locations of any other tenant or the parking areas, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Shopping Center, electrical gutters serving all or any buildings located in the Shopping Center, and such other portion or portions of the Shopping Center as may from time to time be designated or treated by Landlord as part of the common areas, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas (collectively, the "Common Areas"); the Landlord reserves the right to modify and relocate such areas while providing Tenant with reasonable access to the Leased Premises.

c. Landlord and Tenant agree that, for purposes of this Lease and determining the Minimum Rent and Additional Rent (each hereinafter defined) due hereunder, the Leased Premises contains 1,746 square feet. Landlord and Tenant further acknowledge and agree that the area of the Premises has been or shall be computed by measuring to and from the center of permanent demising walls that separate the Premises from adjoining premises, and the exterior front, rear or side walls which do not have adjoining leasable premises, with no deductions being made for vertical floor penetrations or columns.

d. Tenant acknowledges and agrees that it is accepting the Premises in "As Is Where Is" condition, and that Landlord has no obligations to undertake or cause to be undertaken any alterations or to construct any improvements to the Premises or the Shopping Center except as expressly provided in this Lease. On the Delivery Date, Tenant agrees to accept possession thereof and to proceed with due diligence to perform Tenant's Work; to install its fixtures, furniture, and equipment in the Premises; and to open for business for the Permitted Use.

: VT
NT

TENANT: Chicken Wing, Chicken Wing, Hot Dog and Bologna
LLC

By:

Its:

[Signature]
AUTHORIZED MEMBER

STATE OF Alabama
COUNTY OF Mobile

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Nhat Truong, whose name as authorized member of, an Chicken Wing, Chicken Wing, Hot Dog and Bologna LLC is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such authorized member and with full authority executed the same voluntarily for and as the act of said partnership.

VT
NT

Given under my hand and official notarial seal this 29th day of August, 2022.

[Signature]
NOTARY PUBLIC
State of Alabama

My Commission Expires: 11/19/2022



PINEBROOK SHOPPING CENTER LEASE

Airport Boulevard and McGregor Avenue
Mobile, Alabama

THIS LEASE, dated for reference purposes on August 29, 2022 (the "Effective Date"), is entered into by and between **PINEBROOK INVESTMENT, LLC**, an Alabama limited liability company ("Landlord"), **Chicken Wing, Chicken Wing, Hot Dog and Bologna LLC** an Alabama limited liability company, d/b/a **bb.q Chicken** ("Tenant"). Each of the parties to this Lease acknowledges the receipt of a valuable consideration from the other and that it is entering into this Lease in further consideration of the promises and undertakings of the other as herein stated.

ARTICLE 1
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b. A layout for the Leased Premises in the form of a floor plan drawing that indicates the interior walls of the Leased Premises and a site plan that indicates the contemplated location of the Premises within the Shopping Center are attached hereto. The building floor plan and site plan attached hereto as Exhibit A are not representations as to the location of any other tenant or continued locations of any other tenant or the parking areas, service drives and service roads, traffic islands, landscaped areas, loading and service areas, sidewalks, roofs, gutters and downspouts, sprinkler risers serving all or any buildings located in the Shopping Center, electrical gutters serving all or any buildings located in the Shopping Center, and such other portion or portions of the Shopping Center as may from time to time be designated or treated by Landlord as part of the common areas, as well as drainage facilities and lighting facilities servicing any one or more of the aforesaid areas (collectively, the "Common Areas"); the Landlord reserves the right to modify and relocate such areas while providing Tenant with reasonable access to the Leased Premises.

c. Landlord and Tenant agree that, for purposes of this Lease and determining the Minimum Rent and Additional Rent (each hereinafter defined) due hereunder, the Leased Premises contains 1,746 square feet. Landlord and Tenant further acknowledge and agree that the area of the Premises has been or shall be computed by measuring to and from the center of permanent demising walls that separate the Premises from adjoining premises, and the exterior front, rear or side walls which do not have adjoining leasable premises, with no deductions being made for vertical floor penetrations or columns.

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LANDLORD:

PINEBROOK INVESTMENT LLC,
an Alabama Limited Liability Company

By: WTR
Its: Authorized Member

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public in and for said State and County, hereby certify that William T. Youngblood, whose name as authorized member of Pinebrook Investment, LLC, an Alabama Limited Liability Company, is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such authorized member and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and official notarial seal this 29th day of August, 2022.

Edna H. Delcamp
NOTARY PUBLIC
State of Alabama at Large

My Commission Expires: 11/19/2022



TENANT:

By: [Signature]
Its: AUTHORIZED MEMBER

STATE OF Alabama
COUNTY OF Mobile

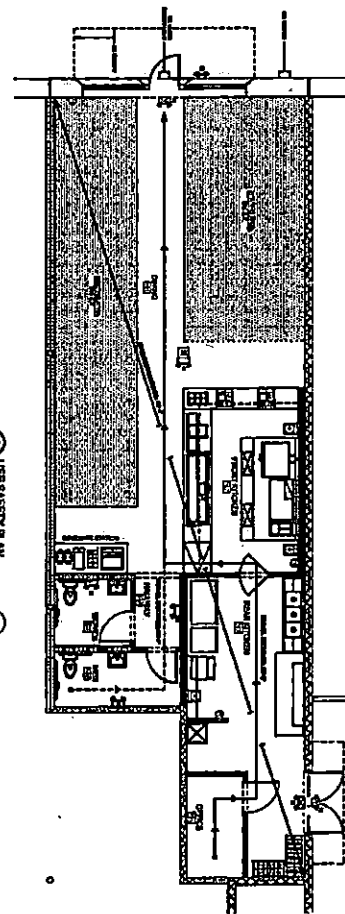
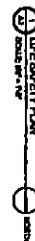
I, the undersigned, a Notary Public in and for said State and County, hereby certify that Nhat Truong, whose name as authorized member of, an _____ is signed to the forgoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such authorized member and with full authority executed the same voluntarily for and as the act of said partnership.

Given under my hand and official notarial seal this 29th day of August, 2022.

[Signature]
NOTARY PUBLIC
State of Alabama

My Commission Expires: 11/19/2022



[illegible]

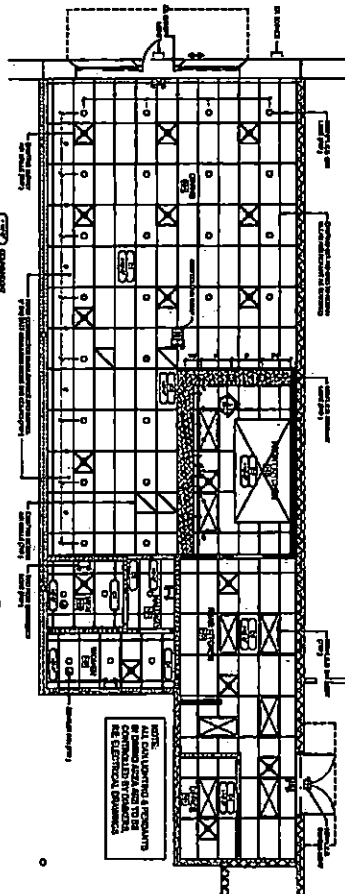
GENERAL LIFE SAFETY NOTES

1. **STANDARD OF CARE.** The standard of care for the treatment of a patient with a heart condition is the standard of care for the treatment of a patient with a heart condition.
2. **STANDARD OF CARE.** The standard of care for the treatment of a patient with a heart condition is the standard of care for the treatment of a patient with a heart condition.
3. **STANDARD OF CARE.** The standard of care for the treatment of a patient with a heart condition is the standard of care for the treatment of a patient with a heart condition.
4. **STANDARD OF CARE.** The standard of care for the treatment of a patient with a heart condition is the standard of care for the treatment of a patient with a heart condition.
5. **STANDARD OF CARE.** The standard of care for the treatment of a patient with a heart condition is the standard of care for the treatment of a patient with a heart condition.

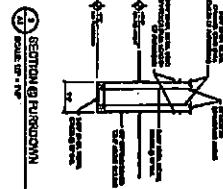
FIRE EXTINGUISHER CODE COMPLIANCE NOTES:

- [illegible]

EXPLORE THE WORLD

[illegible]

**ALL CAN WORKING & PROSANTS
OF DEMO AGZA AGZA TO BE
CONTROLLED BY COLLECTOR,
RE ELECTRICAL DYNAMICS**



1. REFLECTED CEILING PLAN

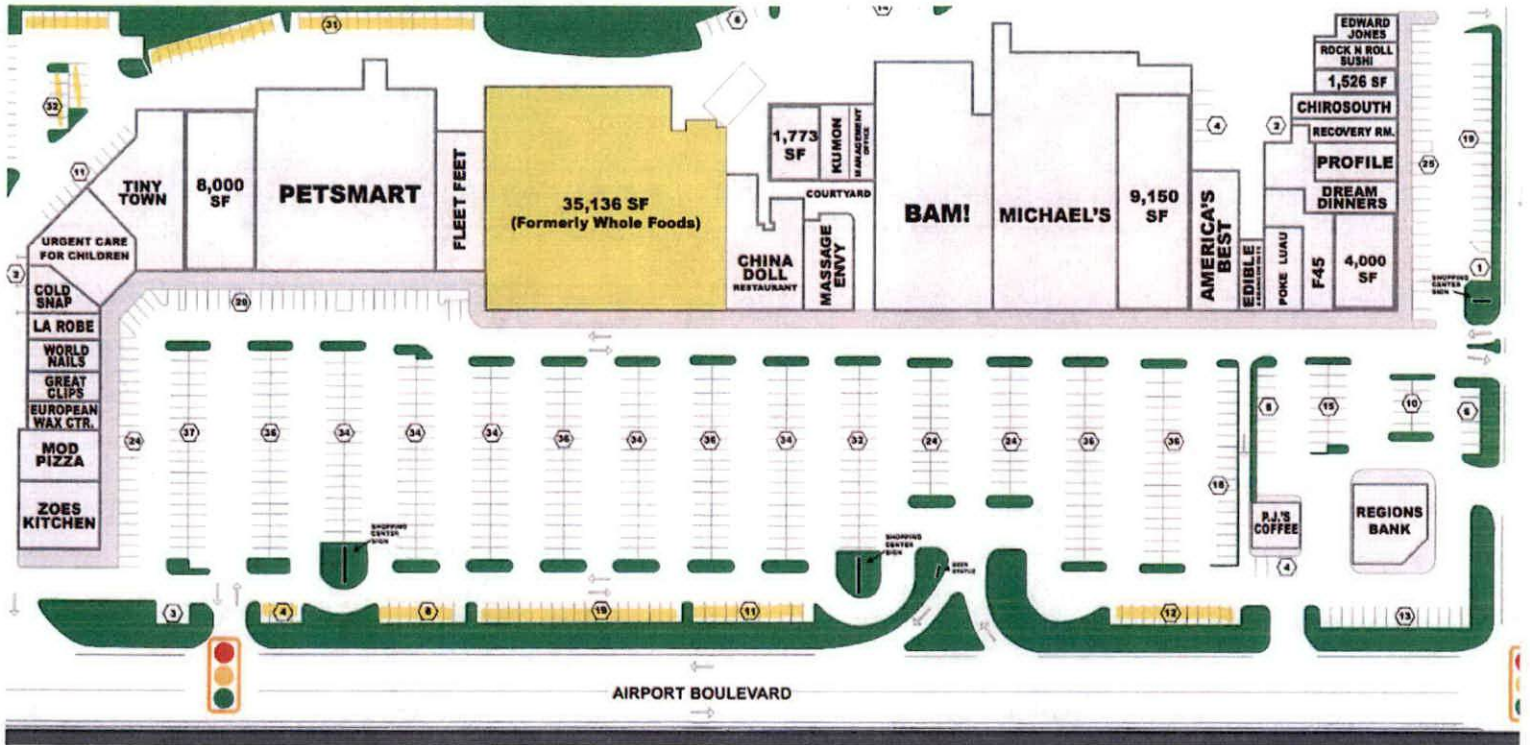


CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☒ Restaurant ☐ Other	
License Type Applied for with AL ABC Board (MUST match with ABC Board) - check ALL that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☒ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name CHICKEN WING CHICKEN WING HOT DOG & BOLOGNA				Trade Name (DBA) b.s.g CHICKEN			
Company Physical Address (Street Address, Suite #) 3952 AIRPORT BLVD STE C				City MOBILE	State AL	Zip Code 36608	
Business Contact Person Information Name NHAT TRUONG				Title OWNER	Phone	Email NHADATNTRUONG@gmail.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 1746	Parking Provided 6+	Parking Required 6	Compliance yes		Zoning B-2	Approved yes	
Comments							
Print Name Payton Rogers		Signature 		Date 4/4/25		Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2025.04.04 10:50:38-05'00'	





Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-116537-2023

Issue Date: 06/29/2023

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806233000048.001.	3952 Airport Blvd C	C

Business Name	Issued To	Zoning Districts
CHICKEN WING, CHICKEN WING, HOT DOG, AND BOLOGNA, LLC	Name: NHAT TRUONG Company: CHICKEN WING, CHICKEN WING, HOT DOG, AND BOLOGNA, LLC Address: 3952 Airport Blvd C Mobile, AL 36608 Phone: (251) 406-1013	B-2

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By:

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the intersection at Donald Street and Seale Street be given the honorary name of "Honorary Francheska Hollis-Reiss Way".

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

William Jackson, Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

\$500.00

Funding Source

ATTACHMENTS:

1. OOTM Resolution

REVIEWERS:

Tracy Baxter

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, 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 each to the following employee:

March 2025: Officer Michael Shenberger

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

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 each to the following employee(s):

March 2025 FFOM – Brian G. Fike (Emp #14068)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Email address	jacksonb@cityofmobile.org
Name of Nominee	Brian Fike
Rank of Nominee	Driver
Assignment of Nominee	Admin
Date of Incident	Mar 17, 2025
Incident Number	N/A
Type of Award being requested	FFOM
Summary of Incident / Action	Chief Penn, I would like to put in Driver Brian Fike (Fleet and Facility) for FF of the Month. We have been without hot water at Crichton Station for about a month. This was a health hazard plus an inconvenience to take a cold shower after a fire in cold weather. Many calls and E-Mails were sent and several plumbers showed up with no results. Brian Fike was concerned and determined and would not give up. Then finally on 3/17/25, Brian showed up and worked all day outside on the problem and WE NOW HAVE HOT WATER. This was a true example of the staff (Brian Fike) supporting the Field Operations at Crichton Station. His dedication and service to the personnel at MFRD does not go unnoticed and is appreciated.
Name of Originator	Deputy Chief Young
Rank of Originator	Chief
Assignment of Originator	District 3
I certify that the fact contained in the summery are both known to me and are a matter of record.	Brandon D Jackson converted email

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

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate \$2,500.00 to **Community of Mobile, Inc.**, from the District 1 Discretionary Fund (10041020 42080); and*

WHEREAS, **Community of Mobile, Inc.**, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to **Community of Mobile, Inc.**, will be used to *assist with the installation of security cameras at the underpass site on Old Shell Road.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,500.00 to Community of Mobile, Inc.**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember C. J. Small

WHEREAS, *Councilmember Smalls wishes to appropriate \$2,500.00 to SKC Development Group*, from the *District 3 Discretionary Fund (10041020 42080)*; and

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

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

WHEREAS, the Mobile City Council determines that this appropriation to **SKC Development Group**, will be used to *assist with the upcoming Neighborhood Hero Extravaganza*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$2,500.00 to SKC Development Group**, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,500.00 to Dearborn YMCA*, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Dearborn YMCA***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Dearborn YMCA***, will be used to *assist with the 2025 Annual Luncheon on April 24, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,500.00 to Dearborn YMCA***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,200.00 to **Ronald McDonald House Charities of Mobile, Inc.***, from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Ronald McDonald House Charities of Mobile, Inc.***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Ronald McDonald House Charities of Mobile, Inc.***, will be used to *assist with the Little Black Dress event on May 1, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of *\$1,200.00 to **Ronald McDonald House Charities of Mobile, Inc.***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5325

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP McCants-Chavers Park - Splashpad Recoating

CAPITAL PROJECT #: F553-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF
RECEIPT: 4/9/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25A

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction****

ROW (Acquisitions)

Performance-Contributed Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/07/2025

C#5326

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Tricentennial Park - Splashpad Recoating

CAPITAL PROJECT #: F578-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF
RECEIPT: 4/9/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25B

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II **Date:** 04/07/2025

C#5327

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Sullivan Park - Splashpad Recoating

CAPITAL PROJECT #: F562-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 **DATE OF**
RECEIPT: 4/9/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25C

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

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

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction**** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

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

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **04/07/2025**

C#5328

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: **CIP James M. Seals, Jr. Park - Splashpad Recoating**

CAPITAL PROJECT #: **F579-001 (20002000-48010)**

CONTRACT AMOUNT: **\$12,499.00** **DATE OF**
RECEIPT: **4/9/2025**

ARCHITECTURAL ENGINEERING PROJECT #: **PR-033-25D**

PROJECT DESCRIPTION: **Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.**

VENDOR NAME: **Justice J. Addiss IV dba J&A Contracting**

VENDOR NUMBER: **294792**

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

CONTRACT ADMINISTRATOR: **Carleen Stout (Director of REAM)**

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special

rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **04/07/2025**

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory, Councilmember Cory Penn & Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Justice J. Addiss IV dba J&A Contracting

Project Name: CIP McCants-Chavers Park – Splashpad Re-Coating
&
CIP Tricentennial Park – Splashpad Re-Coating
&
CIP Sullivan Park – Splashpad Re-Coating
&
CIP James M. Seals, Jr. Park – Splashpad Re-Coating

Project Number: PR-033-25A
&
PR-033-25B
&
PR-033-25C
&
PR-033-25D

Amount: \$49,996.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP McCants-Chavers Park - Splashpad Recoating

CAPITAL PROJECT #: F553-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25A

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/07/2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Tricentennial Park - Splashpad Recoating

CAPITAL PROJECT #: F578-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25B

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/07/2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Sullivan Park - Splashpad Recoating

CAPITAL PROJECT #: F562-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25C

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/07/2025

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP James M. Seals, Jr. Park - Splashpad Recoating

CAPITAL PROJECT #: F579-001 (20002000-48010)

CONTRACT AMOUNT: \$12,499.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-033-25D

PROJECT DESCRIPTION: Prepare surface, inspect and make repairs to surface, and install new deck coating and paint.

VENDOR NAME: Justice J. Addiss IV dba J&A Contracting

VENDOR NUMBER: 294792

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/07/2025



04.07.2025

12:38PM

Dear Council Members:

Attached to this memo is an agreement between the J & A CONTRACTING and the City of Mobile, for the project titled McCants-Chavers Park - Splashpad Re-Coating, Tricentennial Park – Splashpad Re-Coating, Sullivan Park – Splashpad Re-Coating & James M. Seals, Jr. Park – Splashpad Re-Coating in the amount of \$49,996.00.

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

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2025
District:	

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")



This Agreement made and entered into this _____.

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

And the Contractor: Justus J. Addiss IV dba J & A Contracting
2915 S Sherwood Drive,
Mobile, Alabama 36606

City Business License No.: 101512
Secretary of State Registration No.: N/A

For the following Project: McCants-Chavers Park – Splashpad Re-Coating
7251 13th Street
Mobile, Alabama 36608
PR-033-25A

Tricentennial Park – Splashpad Re-Coating
2121 Bragg Avenue
Mobile, Alabama 36617
PR-033-25B

Sullivan Park – Splashpad Re-Coating
351 N Catherine
Mobile, Alabama 36603
PR-033-25C

James M. Seals, Jr. Park – Splashpad Re-Coating
540 Texas Street
Mobile, Alabama 36603
PR-033-25D

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

- 1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty Nine Thousand Nine Hundred Ninety-Six and 00/100 (\$49,996.00) which includes a Contingency Allowance of one thousand dollars and x/100 (\$1,000.00) for each project.

- 1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.
- 1.3 ALLOWANCE
- 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. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.
- 2.0 OWNER'S REPRESENTATIVE
- 2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.
- 3.0 GENERAL REQUIREMENTS
- 3.1 The Contractor shall deliver the Work complete within sixty (60) calendar days from the date of the written Notice to Proceed.
- 3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.
- 3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.
- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.
- 3.5 LIQUIDATED DAMAGES

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 incomplete or any closeout requirements are not acceptably submitted for more than thirty (30) calendar days after the time 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 to the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

3.6. INSURANCE

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

A. Workers' Compensation/Employer's Liability:

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

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

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

B. Comprehensive General Liability Insurance:

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

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

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

C. Automobile Liability Insurance:

1. 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.

D. Excess/Umbrella Liability Insurance

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

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

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

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

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.

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

Certificates of Insurance – General – 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 (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.

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

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.
- 3.8 INDEMNIFICATION: The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.
- 3.9 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.
- 3.10 Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11 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.

- 3.12 BEST MANAGEMENT PRACTICES (BMPs): The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with 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 and 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 waste water with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT: Contractor shall provide one notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION OF CONTRACT: The City retains the right to terminate the contract at its discretion, which shall be effective upon giving notice to the Contractor. Upon termination, the City shall only pay for those services satisfactorily rendered in the sole discretion of the City. The contractor may terminate the contract upon thirty (30) days written notice. Notice to the City shall be addressed to the Director Of Real Estate Asset Management. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 All notices of cancellation, requests, demands or other communications to Owner shall be in writing duly delivered to the following address for the City:

City of Mobile
Architectural Engineering Department
205 Government St
5th Floor, South Tower
PO Box 1827
Mobile, AL 36633

Copy to: City Attorney
City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

To Contractor: Justus J. Addiss IV dba J & A Contracting
2915 S Sherwood Drive,
Mobile, Alabama 36606

3.16 RETAINAGE

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:

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.

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty Thousand and 00/100 Dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement 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 Justus J. Addiss IV dba J & A Contracting has completed the contract for McCants-Chavers Park – Splashpad Re-Coating (PR- 033-25A), Tricentennial Park – Splashpad Re-Coating (PR-033-25B), Sullivan Park – Splashpad Re- Coating (PR-033-25C), and James M. Seals, Jr. Park – Splashpad Re-Coating (PR-033-25D) in Mobile, Alabama. All persons having any claim 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, AL 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS

A. The contract documents consist of this Agreement, the Request for Quotes documents Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Director of Real Estate Asset Management will apply.

- B. An enumeration of the Contract Documents, other than a Modification, appears below:
1. Request for Quotes documents, dated February 28, 2025, as prepared by the City of Mobile Architectural Engineering Department.
 2. Addendum No 1, dated March 6, 2025
 3. E-Verify Documentation;
 4. Certificate of Insurance with endorsements; and
 5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 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.

7.0 NONDISCRIMINATION

A. 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.

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 NON-ASSIGNMENT

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

9.0 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.

10.0 IMMIGRATION LAWS

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

11.0 Public Contracts with Entities 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Legal Name of Party to Contract:

CONTRACTOR: Justus J. Addiss IV dba
J & A Contracting

Signature

William S. Stimpson, Mayor
Printed Name and Title

Justus J. Addiss IV
By Signature

Justus J. Addiss IV, Owner
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

Contractor:

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Justus J. Addiss IV as Owner of Justus J. Addiss IV dba J & A Contracting and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 25th day of March
20 25.

Shira Lomax
NOTARY PUBLIC

My Commission Expires: 6/18/2028

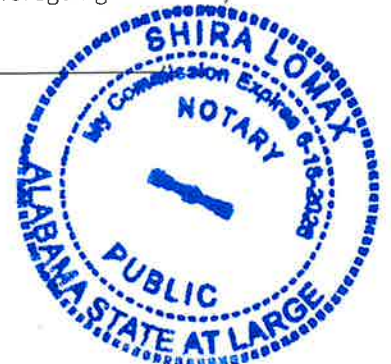


EXHIBIT A - SUMMARY OF WORK

McCants-Chavers Park – Splashpad Re-Coating
7251 13th Street, Mobile, Alabama 36608
PR-033-25A

Tricentennial Park – Splashpad Re-Coating
2121 Bragg Avenue, Mobile, Alabama 36617
PR-033-25B

Sullivan Park – Splashpad Re-Coating
351 N Catherine, Mobile, Alabama 36603
PR-033-25C

James M. Seals, Jr. Park – Splashpad Re-Coating
540 Texas Street, Mobile, Alabama 36603
PR-033-25D

Summary of Work: Contractor to include all furnishing of all labor, materials, tools and equipment necessary:

1. Surface Preparation:

- a. Remove existing painted texture from the splash pad surface.
- b. Thoroughly clean the surface, removing dirt, stones, and other debris.
- c. Softwash perimeter concrete that does not receive paint.

2. Inspection & Repairs:

- a. Inspect the concrete deck for any cracks or surface damage.
- b. Apply a polyurethane-based, non-sag elastomeric sealant to fill cracks flush with the surface.

3. New Coating Application

- a. Install a new textured deck coating over the existing concrete surface.
- b. Apply fresh paint, per specification, Section 321814 Textured Deck Coating, attached, to complete the refinishing process.

4. Splashpads locations include:

- a. **McCants-Chaver Park** - existing splashpad, see attached drawing G-1. Painting patterns shall follow existing layout as indicated on existing plan. Two colors are required, submit color samples from the standard color chart for Owner to select.
- b. **Tricentennial Park** - existing splashpad, see attached drawing G-2. Painting patterns shall follow existing layout as indicated on existing plan. Three colors are required, submit color samples from standard color chart for Owner to select.
- c. **Sullivan Park** - existing splashpad, see attached drawing G-3. Painting patterns shall follow existing layout as indicated on existing plan. Three colors are required, submit color samples from standard color chart for Owner to select.
- d. **James M. Seals, Jr. Park** - existing splashpad, see attached drawing G-2. Painting patterns shall follow existing layout as indicated on existing plan. Four colors are required, submit color samples from standard color chart for Owner to select.

END OF SUMMARY OF WORK



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# PR-033-25 Current Date 2 / 24 / 25

Project Description Various Parks - Splashpad Recoating

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.

This Work only requires one trade and will not have any sub-contractors. Estimates at each location
between \$15k and \$25k.

Carleen Stout-Clark 2-24-25
Requested By (Department Director)

(Signature)	REAM Director	2-24-25
<u>251-327-7309</u>	(Title)	(Date)
Telephone Number		
	<u>carleen.stout@cityofmobile.org.org</u>	
	Email Address	

Reviewed By (Office of Supplier Diversity)

<u>Archnique Kidd</u>	Supplier Diversity Manager	02/25/2025
(Signature)	(Title)	(Date)

Approved By (CAO)



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	J. A. CONTRACTING
Address	2915 S. SHERWOOD DRIVE MOBILE AL 36606
Telephone	251- 623- 0458
E-Mail	jaddress@yahoo.com

RFP/RFQ Solicitation Number	PR-033-25A
Project Description	SPLASH PAD RE-COATING - MULTIPLE LOCATIONS
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>3</u> Female <u>1</u> Minority <u>1</u> Non-minority <u>1</u> SDVO <u>1</u>
	Total #of Employees <u>4</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JUDY ADDRESS
Signature: [Signature] Date: MARCH 12, 2025
Title: OWNER

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

Name: JUDY ADDRESS Title: OWNER
Email: jaddress@yahoo.com Phone: 251- 623- 0458



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 JIA CONTRACTING Your Bid/Proposal Amount \$ _____
03 / 12 / 2025 Description MATERIALS

Date: MARCH 12, 2025

Name of Bidder/Proposer: JUSTICE & J. TORISS

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
SHERWIN WILLIAMS	251-343-0891	COATINGS				
WHITECAP SUPPLY	228-224-0632	HARDWARE				



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

Form 2: Good Faith Effort Documentation

Name of Bidder: J: A CONTRACTING

Contact Person: JUSTICE J. ADAMS Phone 251-623-0458 Email J.Adams@cityofmobile.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

Information Required for the E-Verify Program**Information relating to your Company:**

Company Name	Justus Adiss
Company Facility Address	2915 SOUTH SHERWOOD DRIVE MOBILE, AL 36606
Company Alternate Address	2915 SOUTH SHERWOOD DRIVE MOBILE, AL 36606
County or Parish	Mobile
Employer Identification Number	20-3019386
North American Industry Classification Systems Code	Construction Of Buildings (236)
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2025

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 AMERICA'S COMMERCIAL AGENCY 5916 Willow Wood Lane Dallas, TX 75252		CONTACT NAME: PHONE (A/C, No, Ext): (972)248-6492 FAX (A/C, No): E-MAIL ADDRESS: acaagency@sbcglobal.net	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: R&C INSURANCE	
		INSURER B: MARKEL	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED J AND A CONTRACTING SERVICES LLC 2915 S SHERWOOD DR MOBILE, AL 36606	NAIC #
---	---------------

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	GL040325-0	4/3/2025	4/3/2026	EACH OCCURRENCE		
	☐ CLAIMS-MADE ☒ OCCUR						\$ 1,000,000		
	☒ CONTRACTUAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:									
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)		
	☐ ANY AUTO						\$		
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per person)		
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					\$		
							BODILY INJURY (Per accident)		
							\$		
							PROPERTY DAMAGE (Per accident)		
B	☒ UMBRELLA LIAB	X	X	XS040325-0	4/3/2025	4/3/2026	EACH OCCURRENCE		
	☒ EXCESS LIAB						\$		
	☐ CLAIMS-MADE						\$ 2,000,000		
DED RETENTION \$							\$ 2,000,000		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y / N	N / A				PER STATUTE		
							OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER HAS 3 BLANKETS IN FAVOR OF THEM, ADDITIONAL INSURED, WAIVER OF SUBROGATION AND PRIMARY AND NON-CONTRIBUTORY BASIS FOR GENERAL LIAB AND UMBRELLA
McCants-Chavers Park # Splashpad Re-Coating PR-033-25A Tricentennial Park # Splashpad Re-Coating PR-033-25B Sullivan Park # Splashpad Re-Coating PR-033-25C
James M. Seals, Jr. Park # Splashpad Re-Coating PR-033-25D City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.
Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation, on-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE
PO BOX 1827
MOBILE AL 36623

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)
04/07/2025

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

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

PRODUCER The Darling Agency, Inc. 3812 Cottage Hill Road Mobile, AL 36609-6510	CONTACT NAME: Greg Darling PHONE (A/C, No, Ext): 251-661-3098 E-MAIL ADDRESS: greg@thedarlingagency.com FAX (A/C, No): 251-665-9243
INSURED Justus Joseph Addiss IV dba J&A Contracting 2915 S Sherwood Dr Mobile AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A : Haulers Insurance Company NAIC # 31550 INSURER B : American Builders Insurance Company 12631 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 ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	BA2017AL0029	09/21/2024	09/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WCV 0663939 01	03/07/2025	03/07/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Concrete or Cement Work- Floors, Driveways, Yards, Sidewalks.

City Of Mobile is included as Additional Insured in respect to the Automobile Liability. All policies, except Workers Compensation, shall be Primary and Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. Waiver Of Subrogation applies in favor of City Of Mobile with respect to Automobile Liability, and Workers Compensation and Employer's Liability. 30-day Notice of Cancellation, Non-Renewal or material change shall apply (except 10 days for non-payment)

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
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY The Darling Agency, Inc.		NAMED INSURED Justus Joseph Addiss IV dba J&A Contracting	
POLICY NUMBER BA2017AL0029			
CARRIER Haulers Insurance Company	NAIC CODE 31550	EFFECTIVE DATE: 09/21/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate Of Liability Insurance

McCants-Chavers Park – Splashpad Re-Coating PR-033-25A

Tricentennial Park – Splashpad Re-Coating PR-033-25B

Sullivan Park – Splashpad Re-Coating PR-033-25C

James M. Seals, Jr. Park – Splashpad Re-Coating PR-033-25D



ADDITIONAL REMARKS SCHEDULE

AGENCY The Darling Agency, Inc.		NAMED INSURED Justus Joseph Addiss IV dba J&A Contracting	
POLICY NUMBER WCV 0663939 01			
CARRIER American Builders Insurance Company	NAIC CODE 12631	EFFECTIVE DATE: 03/07/2025	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

McCants-Chavers Park – Splashpad Re-Coating PR-033-25A

Tricentennial Park – Splashpad Re-Coating PR-033-25B

Sullivan Park – Splashpad Re-Coating PR-033-25C

James M. Seals, Jr. Park – Splashpad Re-Coating PR-033-25D



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Don Rose

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

1 yr contract/agreement renewable for 2 addl 1 yr periods with Alabama Poolworks, LLC, for pool chemistry maintenance services for MPRD.

Amount of Contract:

NTE \$75,000 per year

Funding Source

General fund. 1004.2034.49130

ATTACHMENTS:

1. 2025 Poolworks Agenda Package

REVIEWERS:

Donald Rose

Scott Collins

Cherlina Monteiro

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: April 15, 2025
Date

Item No. _____

Submitted by: MPRD
Department

Kim Carmody
Department Head

Sponsored by: Mayor Stimpson
Name

Title

Reviewed by: Shonnda Smith
Executive Director

Routing Authorized: _____
Mayor's Office Date

A brief synopsis and explanation of the following:

PROJECT NAME: Contract/Agreement with Alabama Poolworks LLC

PURPOSE & SCOPE OF PROJECT:

1 yr contract/agreement renewable for 2 addl 1 yr periods with Alabama Poolworks, LLC, for pool chemistry maintenance services for MPRD.
General fund.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: As needed @ unit priceNTE \$75K /year

FUNDING SOURCE:

Budget Item: 1004 2034 49130

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: 2025

Amount: NTE \$75,000/yr

Future years

Year: 2026, 2027

Amount: NTE \$75,000/yr

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

Effective date of contract: upon signature

Renewal date of contract (if applicable): _____

If not bid, state reason: Professional service, proposals solicited

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

How many bidders submitted bids (if applicable): 2

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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 agreement, by and between the City of Mobile and Alabama Poolworks, LLC, for professional pool chemistry maintenance services, for one year, renewable without further action by City Council for two additional one-year periods, in a total amount not to exceed \$75,000.00 per year, 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:

City Clerk



Professional Services Contract **City of Mobile**

AGREEMENT

THIS AGREEMENT ("Agreement"), dated _____, 2025, ("Effective Date") is made by and between the City of Mobile, Alabama, (COM), a municipal corporation organized and existing under the laws of the State of Alabama ("City"), and Alabama Poolworks LLC ("Service Provider").

WHEREAS, Service Provider is uniquely qualified and engaged in the business of providing pool chemical balance, clarity, safety and cleanliness.

WHEREAS, the City of Mobile desires to engage this Service Provider based upon the Service Providers' professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

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

1. **SCOPE OF WORK:** The services to be performed by the Service Provider under this Agreement ("Services") for City of Mobile are as described in Scope of Work, found as **Exhibit A** to this agreement. In the event of a conflict between the terms of this Agreement and the terms of **Exhibit A**, the terms of this Agreement shall control. The City's Project Manager for this agreement will be the City of Mobile Department of Parks and Recreation, Athletic Program Supervisor, or her designated representative. The Project Manager and Service Provider may adjust the Scope of Work upon mutual agreement is determined to efficiently accomplish the project.
2. **TERM:** The Services shall be commenced and performed upon execution of this Agreement and continue thereafter for one year, renewable by mutual consent annually for up to two additional one-year periods. Service periods shall be each year from May 1 – August 31, inclusive. Annual service periods may be expanded with the consent of both parties.
3. **COMPENSATION:** The amount to be compensated to Service Provider under this agreement is \$2,800.00 per service week, billable weekly for service the preceding week. Additional services may be requested by the City at an amount not to exceed \$125.00 per hour, with a minimum four-hour charged for services requested to be provided on evenings, weekends, and holidays, as described in Exhibit A. The total amount payable under this agreement is not to exceed \$75,000.00 per year.
4. **INVOICE:** The Service Provider shall submit monthly invoices documenting services provided the previous week. City will pay Service Provider upon City receipt, review, and approval of each invoice.

5. **CONFIDENTIALITY:** Service Provider shall treat as confidential and proprietary all information and data delivered to it by City and its employees. All such information and data shall not be disclosed to any third party during or subsequent to the term of this Agreement. Nothing contained herein shall preclude Service Provider from disclosing information or data where disclosure or submission is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services, but only after prior written notice has been given to City.

6. **RIGHTS IN DATA:** All right, title and interest in and to the work products provided by Service Provider to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Service Provider. Any modification or reuse of the Work Product without written verification or adaptation by Service Provider for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Service Provider.

7. **INSURANCE REQUIREMENTS:** Service Provider shall maintain the following coverages while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$2,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

Service Provider will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Service Provider shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance. Evidence of such insurance may be found as **Exhibit B** to this agreement.

8. **SUBCONTRACTORS:** City recognizes that Service Provider may employ subcontractors in the performance of its responsibilities. Service Provider is completely responsible for the performance and timely compensation of any subcontractor. Service Provider shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to using any subcontractor, Service Provider shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor upon City request. Each subcontractor must comply

fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Service Provider's liability or responsibility. The City will have at any time the discretion to prohibit Service Provider's use of any specific person as an employee or subcontractor in the performance of Service Provider's responsibilities under this agreement.

9. INDEMNITY: The Service Provider 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 Service Provider or the Service Provider's agent, Service Provider under contract, or other entity for which Service Provider is legally liable. Service Provider 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 Service Provider or its agents covered by Service Provider's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Service Provider to procure and maintain professional liability insurance that satisfies the named requirements. Service Provider shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Service Provider's liability, or in proportion to the extent Service Provider 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 Service Provider to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

10. ANTI-DISCRIMINATION: Service Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to Sections 14-9 and 14-10, Mobile City Code, and by doing so agrees that it either will have, or will provide City with written proof demonstrating good faith efforts to procure, at least fifteen (15) percent participation by socially and economically disadvantaged individuals.

11. ANTI-BOYCOTT: By signing this Agreement, Service Provider represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade pursuant to Section 41-16-5, Code of Alabama 1975.

12. VENUE/JURISDICTION: The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

understandings with respect thereto. No other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the parties hereto with respect to the subject matter hereof. This Agreement shall not be altered, modified or amended in whole or in part, except in a writing executed by each of the parties hereto.

21. NOTICE: Any communication given pursuant to this Agreement will be in writing to the parties as listed below:

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

Service Provider: Alabama Poolworks LLC
19267 South Greeno Road
Fairhope, AL 36532

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

SERVICE PROVIDER, Alabama Poolworks, LLC,

BY: _____

Date: 4-1-2025

Its Owner (Title)

ACKNOWLEDGEMENT

The State of Alabama }

Baldwin County }

I, Sarah Garon, a Notary Public, in and for said County in said State,

hereby certify that Johnny Gimbel whose name as Owner of Alabama Poolworks, LLC, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 1st day of April, 2025



Notary Public

Sarah Garon

CITY OF MOBILE, A Municipal Corporation

BY: _____
William S. Stimpson, Mayor

Date: _____

ATTEST:

City Clerk

Date: _____

Exhibit: A Scope of Work
 B Evidence of Insurance

Scope of Work
Swimming Pool Water Maintenance Services

- A. Pool locations – each pool is six swim lanes by 25 yards, containing 120,000 – 160,000 gallons of water.
1. Dotch Community Center – 3100 Bank Avenue, Mobile AL 36617
 2. Figures Park – 658 Donald Street, Mobile AL 36617
 3. Hillsdale Community Center – 558 Felhorn Road East, Mobile AL 36608
 4. John Kidd Playground – 800 East Street, Mobile AL 36610
 5. Taylor Park – 1050 Baltimore Street, Mobile AL 36605
- B. Performance Period: May 1 – August 31, inclusive. City may request additional service weeks before or after the normal service performance period.
- C. Service Provider Responsibilities for all listed pool locations:
1. Daily service visits to measure and maintain safe pool water chemistry and clarity in accordance with NSF/ANSI 50-2024 standards. Maintain industry standard chemistry and maintenance records, available for review by the City and Mobile County Health Department at any time. Such records to remain property of the City.
 2. Cleaning and maintenance necessary to maintain pool clarity and usability, to include the following minimum service:
 - a. Bottom debris removal as observed
 - b. Vacuuming twice per week
 - c. Clean skimmer baskets once per week
 - d. Backwash filters, clean pump baskets, maintain, and note performance of pump and filters once per week
 - e. Maintain water levels as observed
 3. Immediately report to the City any findings that would limit safe use of the pool
 4. Prepare and submit monthly report of pool conditions and service to City Athletic Program Supervisor.
 5. Maintain certification as Certified Pool Operator or Aquatic Facility Operator.
 6. All trained, uniformed, professional employees necessary to provide the above services.
- D. City Responsibilities
1. Pool facilities and associated operable pump and filtration equipment to include maintenance, diagnosis, repair, and replacement as necessary
 2. Pool draining and refilling
 3. Power and water
 4. Provide the equipment for completion of the above tasks, to include:
 - a. Poles
 - b. Skimmer nets
 - c. Vacuum
 - d. Brooms/Brush
 - e. Test kits
 - f. Logs
 5. Provide balance, stability, clarity chemicals accessible to Service Provider at each pool location to include
 - a. Chlorine
 - b. Soda Ash
 - c. Calcium carbonate

- d. Muriatic and cyanuric acid
 - e. Phosphate remover
 - f. Algaecide
- 6. Provide all day observation and general pool area cleanliness and order.
- 7. Manage pool customers and enforce required closures or use restrictions
- 8. Be available at all times to consult with Service Provider on pool conditions.

E. Additional services

- 1. City may request additional professional services from Service Provider beyond the routine water chemistry testing and maintenance requirements.
- 2. Service Provider may provide these additional services before or after a regular service visit, or on-call as a separate service visit, upon agreement with the City.
- 3. Upon City request for the additional services, upon reasonable discovery of the expected services needed, Service Provider will provide City an estimate for the cost of services needed, for City review and approval.
- 4. Service Provider will provide on-call service within two hours of City service request.

F. Invoicing and Payment

- 1. Service Provider will invoice City at the end of every service month. Invoices shall detail the services provided that previous week in a format to be mutually agreed upon by City and Service Provider.
- 2. City shall pay invoices within 30 days of receipt after City review and approval of the services invoiced.
- 3. Service Provider rates to be paid by the City will be:
 - a. \$2,800 per month for routine weekly services.
 - b. \$125.00 per hour for additional professional services.
 - c. Service Provider may invoice for a minimum of four hours of service for services performed on weekdays between 8am and 5pm, and on state holidays and weekends.
 - d. Should City ask Service Provider to provide parts for additional services, Service Provider may invoice City the retail price for such parts.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/07/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harmon Dennis Bradshaw, Inc. 334-273-7277 P.O. Box 241667 Montgomery, AL 36124		CONTACT NAME: Curstan Berry PHONE (A/C, No, Ext): 334 273-7277 FAX (A/C, No): 334-273-9197 E-MAIL ADDRESS: cberry@hdbinsurance.com	
		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A : American Builders Insurance Company 11240	
		INSURER B : Wesco Insurance Comapny 25011	
		INSURER C : Rock Ridge Insurance Company 11089	
		INSURER D :	
		INSURER E :	
		INSURER F :	

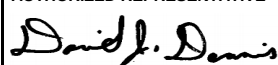
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PKG036834201	04/17/2024	04/17/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BW92STR240031600	04/17/2024	04/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED RETENTION \$			UMB036878101	04/17/2024	04/17/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	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	WWC3715319	04/17/2024	04/17/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	EQUIPMENT FLOATER			PKG036834201	04/17/2024	04/17/2025	25,000

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

Workers Compensation Excluded Officers: Johnny Gimbel and Danielle Gimbel.

CERTIFICATE HOLDER The City of Mobile 48 N. Sage Ave. Mobile, AL 36607	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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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

The attached Public Works Cooperative Agreement and Construction Certification between the City of Mobile and the Board of Water and Sewer Commissioners contributes funding for COM Project No. 2023-2045-01, Broad St Phase IV - Dr. MLK Jr. Ave from Butchers Lane to Beauregard Street, which reconstructs 1.2 miles of Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butcher's Lane, just beyond Three Mile Creek. This agreement will contribute \$3,000,000.00 to the project budget for the repair, replacement and/or rehabilitation of existing infrastructure water and sewer utilities belonging to the utilities board.

Amount of Contract:

\$3,000,000

Funding Source

MAWSS contribution

ATTACHMENTS:

1. Cover Letter MLK _MAWSS_AGREEMENT
2. MLK_MAWSS_AGREEMENT_RESOLUTION
3. Cooperative Agreement
4. Construction Certification

REVIEWERS:

Jennifer Greene

Nicholas Amberger

Laura Angle
Cherlina Monteiro
James Barber

April 10, 2025



Dear Councilmembers:

The attached Public Works Cooperative Agreement and Construction Certification between the City of Mobile and the Board of Water and Sewer Commissioners contributes funding for COM Project No. 2023-2045-01, Broad St Phase IV - Dr. MLK Jr. Ave from Butchers Lane to Beauregard Street, which reconstructs of 1.2 miles of Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butcher's Lane, just beyond Three Mile Creek.

This agreement will contribute \$3,000,000.00 to the project budget for the repair, replacement and/or rehabilitation of existing infrastructure water and sewer utilities belonging to the utilities board.

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management

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, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Public Works Cooperative Agreement and the Construction Certification between the City of Mobile and the Board of Water and Sewer Commissioners, for the One Mobile: Reconnecting People, Work and Play through Complete Streets project, and to perform all acts necessary in connection with the Cooperative Agreement and the Construction Certification, as outlined in the agreements attached hereto and made a part hereof as though set forth in full herein. A copy of said agreements are on file in the office of the City Clerk.

Adopted:

City Clerk

**PUBLIC WORKS COOPERATIVE AGREEMENT BETWEEN
THE CITY OF MOBILE AND THE BOARD OF WATER AND SEWER
COMMISSIONERS FOR ONE MOBILE: RECONNECTING PEOPLE, WORK AND
PLAY THROUGH COMPLETE STREETS PROJECT**

This agreement ("Agreement"), effective _____, 2025, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and the Board of Water and Sewer Commissioners (the "Utilities Board").

WHEREAS, the City of Mobile ("City") maintains Dr Martin Luther King Jr Avenue from Beauregard/Broad Street to NW of Butcher's Lane, a public road in the city limits; and,

WHEREAS, the City created the Water Works Board of the City of Mobile in 1949 pursuant to Tit. 37, Chapter 7, Article 5, Code of Ala. 1940. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City transferred the water system and sewer system of the City of Mobile to the Utilities Board, which has owned and operated the system continuously thereafter, including the pipes and other underground facilities that run along, over and under Dr Martin Luther King Jr Avenue; and,

WHEREAS, the City received a grant from the Spill Impact Component program established by the RESTORE Act (Public Law No. 112-141), which is administered by the Gulf Coast Ecosystem Restoration Council (RESTORE Council), and the Alabama Department of Conservation and Natural Resources, acting as the Administrative Agent for the Alabama Gulf Coast Recovery Council designated as Project #28: One Mobile: Reconnecting people, work and play through complete streets, Grant # GNSSP25AL0063 in the amount of \$2,096,981.00 to assist in funding the repair, replacement and/or rehabilitation of existing infrastructure facilities within the Dr Martin Luther King Jr Avenue right-of-way from Beauregard/Broad Street to NW of Butcher's Lane (the "Project"). The Project includes improvements to water and sewer lines owned

by the Utilities Board (“Board Improvements”). The Utilities Board will continue, as it does at present, to own, operate and maintain Mobile Area Water and Sewer System (MAWSS). The Utilities Board will not use any federal funds or city funds for the design and construction of Board Improvements; and,

WHEREAS, the City received additional funding for the Project from a TIGER Federal Highway Administration Grant known as One Mobile: Reconnecting people, work and play through complete streets FHWA FY 2016 TIGER Grant No. 12; from State Federal Aid Funds (STPMB MPO): Project No. TIGER-FAUP-4917 (250), CPMS Ref #100066565; and, from the City of Mobile project known as TIGER 2016 Project Phase Four, Dr. Martin Luther King Jr. Ave from NW of Butchers Lane to Beauregard St (SR-16) COM Project No. 2023-2045-01. The Utilities Board will not use any of these funds for the design and construction of Board Improvements; and,

WHEREAS, the City will award a contract for the Project (“Project Contract”) through open and competitive bidding pursuant to the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, ALA CODE Sections 39-2-1 *et. seq.*, utilizing unit prices. Under the unit price contract, the City will select the low bidder based on estimated quantities multiplied by unit price cost, and pay the contractor based on the actual quantities used multiplied by the unit price cost; and,

WHEREAS, the Project Contract will allow the City as the awarding authority to issue change orders to respond to unanticipated conditions while ensuring fair and reasonable prices; and,

WHEREAS, the Utilities Board provided the City plans prepared by Volkert, Inc. for the Board Improvements to be included in the Project scope of work; and,

WHEREAS, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include the Board Improvements in the Project Contract and for the Utilities Board to pay the City for the Board Improvements;

NOW, THEREFORE, the parties do hereby agree to enter a Public Works Cooperative Agreement between the City of Mobile and the Utilities Board for the Project, as follows:

1. The City will competitively bid the resurfacing and restoration of Dr Martin Luther King Jr Avenue from Beauregard/Broad Street to NW of Butcher's Lane (the Project) in accordance with the procurement standards outlined in 2 CFR Part 200 and the Alabama Public Works law, Code of Ala. (1975) Sections 39-2-1, et seq. The Project includes work on the Utilities Board water system, as described in Volkert's plans for TIGER 2016 Project Phase Four, Dr Martin Luther King Jr Ave from NW of Butchers Lane to Beauregard Street (SR-16), City of Mobile Project No. 2023-2045-01 (the Board Improvements).
2. The City will award a unit price contract to the lowest responsive and responsible bidder. The bid specifications will include the units and estimated quantities prepared by Volkert for the Board Improvements.

The Utilities Board's estimated cost for the Project is \$3,000,000.00, which will be paid to the City as follows; fifty percent (50%) immediately following the award of the contract, and fifty percent (50%) at fifty percent (50%) completion of the contract work.

3. The cost of the Board Improvements is based on unit prices multiplied by estimated quantities. If the actual quantities differ from the estimates, the Utilities Board's cost will be adjusted to equal the unit prices multiplied by the actual quantities used. Following final payment to the contractor, the Utilities Board will pay the City the balance due for underestimated quantities and the City will refund the Utilities Board all overpayments for overestimated quantities.
4. The City and the Utilities Board will each designate a person to act as its representative on the Project. The designees will have authority to transmit instructions, receive information and interpret and define policies and decisions regarding the Project.
5. The Utilities Board and its engineers will furnish the contractor on the Project all applicable information and technical data in its possession or control reasonably requested for the proper performance of the work. During construction, the Utilities Board and its engineers will have access to the Project to inspect the Board Improvements.
6. Upon completion of the Project, the City will provide the Utilities Board as-built drawings, warranty information, and any other information required for the maintenance of the Board Improvements.

7. The Utilities Board may request modifications or changes in the Board Improvements as described in the construction plans for City of Mobile Project No. 2023-2045-01. All change orders affecting the Board Improvements will be by written Change Order in the form of Attachment A incorporated by reference and executed by both parties. The Utilities Board Project cost will be adjusted up or down based on changes in the work.
8. Neither party shall be responsible for a delay in its performance of the Project, other than a delay in payment for work already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or other events beyond the reasonable control of the claiming party.
9. The City will require its contractor to name the Utilities Board as an additional insured on its policies of insurance required by the contract documents and will furnish the Utilities Board copies of bonds, insurance certificates and declaration sheets evidencing contractor's coverage during the term of the Project contract.

11 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

12 MISCELLANEOUS

12.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

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

12.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

12.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

12.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

12.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions

of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

12.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Change Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Change Order, shall be instituted only in the State or Federal Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

12.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

12.10 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

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

12.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

12.13 Conflict of Provisions. The City will meet its obligations under this cooperative agreement in compliance with the terms and conditions of Project #28: One Mobile: Reconnecting people, work and play through complete streets, Grant # GNSSP25AL0063.

CITY OF MOBILE

By: _____

William S. Stimpson

Mayor

Signature

ATTEST:

By: _____

City Clerk

Date

BOARD OF WATER AND SEWER COMMISSIONERS

By: [Signature]

As its: Director

Name (Printed or Typed)
Bud McCrory, Jr

Date

STATE OF ALABAMA
COUNTY OF MOBILE

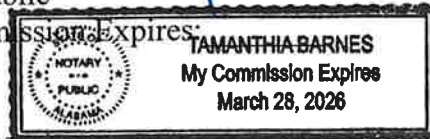
I, the undersigned authority in and for said county in said state, hereby certify that Bud McCrory, Jr, whose name as Director of BOARD OF WATER AND SEWER COMMISSIONERS, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he (she) in his (her) capacity as such officer, with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

2025 GIVEN under my hand and official seal of office this the 8th day of April,

(SEAL)

[Signature]
Notary Public

My Commission Expires:



\\Citylawsrv\cycom\WPDocs\D028\P005\00119826.doc

Attachment A

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Paragraph 7 of the Public Works Cooperative Agreement between the City of Mobile and the Utilities Board dated _____, 20__ (“Agreement”) between the City of Mobile (“City”) _____ (“Consultant”), this Change Order modifies the Task Order for Project _____ (Project #) of _____ (Owner), as follows:

1. Change in Work, including change, if any, in Deliverables:

_____.

2. Change in schedule of Work (attach schedule if appropriate):

_____.

3. Change in Contractor’s Compensation:

_____.

All other terms and conditions remain unchanged.

OWNER

NON-OWNER

Signature

Signature

Name (Printed or Typed)

Date _____

Name (Printed or Typed)

Date _____

CONSTRUCTION CERTIFICATION

Project Name: Project #28: One Mobile: Reconnecting People, Work and Play through Complete Streets (hereinafter, the "Project")

Grant No./FAIN: GNSSP25AL0063 ("Grant")

Recipient: Alabama Department of Conservation and Natural Resources ("ADCNR")

Subrecipient: City of Mobile ("City")

Owner: Board of Water and Sewer Commissioners (the "Utilities Board")

ADCNR is the Recipient of a grant from the Spill Impact Component program established by the RESTORE Act. Alabama's State Expenditure Plan was approved on March 29, 2019, by the Gulf Coast Ecosystem Restoration Council ("RESTORE Council"). The Project is included on the Plan as Activity #28 and received funding on January 23, 2025 as Grant # GNSSP25AL0063. The Project scope of work includes the repair, replacement and/or rehabilitation of existing infrastructure facilities within the Dr Martin Luther King Jr Ave right-of-way from NW of Butchers Lane to Beauregard Street belonging to the City and Utilities Board, respectively. Pursuant to the Grant, the City will utilize \$2,096,981.00 in Spill Impact Component grant funds to carry out the Project. The Utilities Board will contribute \$3,000,000.00 in local funds to be utilized by the City in carrying out the Project.

The Mobile Area Water and Sewer System (the "MAWSS"), comprised of the finished water-supply and the sanitary-sewer systems, is publicly owned and is operated by the Utilities Board. By ordinance adopted September 18, 1952, pursuant to Acts of Ala. 1951, Act No. 775, the City created the Utilities Board and transferred to it the City's water and sanitary sewer system subject to certain conditions. The Utilities Board has owned and operated the City's water and sewer system continuously thereafter, and no conveyance is necessary.

In order to carry out the Project properly, effectively, and efficiently from inception through its conclusion, the City and the Utilities Board have mutually determined that it will benefit both parties and the public interest for the City to include work on MAWSS's water and sewer lines in its public works contract for the Project and for the Utilities Board to pay the City for the Board's part of the work.

As a condition of receiving funding for the Project, the City as subrecipient and the Utilities Board as owner and operator of the City's water and sewer system agree to adhere to:

- (1) The *RESTORE Council Financial Assistance Standard Terms and Conditions*; including
- (2) the *Certifications – Construction Program*; and
- (3) *Special Award Conditions 1 – 8*,

regarding all the real property required for the Project, encompassing, without limitation, the rights-of-way, easements, and publicly owned property identified in the supporting real property documentation (together, the "Property"). The City recognizes and acknowledges that it cannot allow the transfer, nullification, or avoidance of the terms, conditions, and assurances that it has agreed to in its role as Subrecipient. Collectively, these foundational safeguards ensure that the City and the Utility Board acknowledge the federal interest in the project and will continuously protect the federal interest throughout the useful life of the project. For purposes of this Certification, "useful life" means the period during which the Project is

expected to be usable for the purpose it was implemented, which has been determined to be fifty (50) years from the date of completion of construction.

The City further acknowledges its responsibility to ADCNR for ensuring that the Project is fully performed, including construction and post-award operations and maintenance that may be undertaken by the Utility Board as a Project partner.

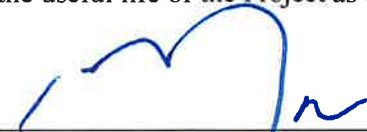
Following the conclusion of construction of the Property, the Utilities Board will continue to own and maintain the Property in trust for the public in order to carry out the public purposes of the Project throughout its useful life. As the Owner of the water and sewer facilities, the Utilities Board herein certifies that it will not sell, transfer, lease, convey, encumber, or mortgage any interest in the Property without express prior written approval from ADCNR, the RESTORE Council, and any other necessary party. The Utilities Board commits to only using the Property for the purposes of the Project throughout its useful life, unless it first obtains the requisite approvals from ADCNR, the RESTORE Council, and any other necessary parties.

Furthermore, the Utilities Board hereby represents, warrants, covenants, and certifies that, in consideration of the substantial improvements the Project enables it to make to its water system, it will continuously and throughout the useful life of the Project adhere to all applicable grant award terms and conditions, including:

- (1) Hold its ownership in the Property in trust to carry out the public purposes of the Project;
- (2) Maintain the Property in good working order; and
- (3) Operate the Property in an efficient manner.

In dutifully discharging the obligations delineated above as a prudent owner would do, the Utilities Board further agrees to make all the necessary and proper repairs, replacements, updates, and improvements to the Property throughout the useful life of the Project.

The terms, conditions, and assurances of this Certification shall remain in full force and effect throughout the useful life of the Project as expressly agreed upon by the following parties:

 Date: April 8, 2025
 Authorized Official
Board of Water and Sewer Commissioners
 By its: Director / Bud McCarty, Jr.

 Date: _____
 Authorized Official
City of Mobile
 William S. Stimpson
 By its: Mayor
 Attest:

City Clerk

_____ Date: _____

_____ Date: _____

Authorized Official

Alabama Department of Conservation and Natural Resources

By its: _____



CAPITAL CONTRACT SUMMARY SHEET

C#5329

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: West Regional Library - Chiller Replacement

CAPITAL PROJECT #: C0904 (20002000-48010)

CONTRACT AMOUNT: \$407,400.00 DATE OF
RECEIPT: 4/9/2025

ARCHITECTURAL ENGINEERING PROJECT #: LI-014-24

PROJECT DESCRIPTION: Removal of two existing chillers and installation of two
new chillers which includes connections, piping, etc. included in the design.

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Construction (Unit Price)*

Performance-Contributed

Engineering

Construction**

Contractual

Testing Professional Services

ROW (Acquisitions)

Non-Contractual

RETAINAGE INFORMATION:

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

If different, indicate special
rate_____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/03/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Benjamin Reynolds, Councilmember

Purpose and Scope of Project:

Removal of two existing chillers and installation of two new chillers which includes connections, piping, etc. included in the design.

Amount of Contract:

\$407,400.00

Funding Source

C0904 WEST REGIONAL LIB MECHANICAL IMPROV (20002000-48010)

ATTACHMENTS:

1. CAP-00002 - GORAM AIR CONDITIONING CO INCPerformance5086 - - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Goram Air Conditioning Company, Inc

Project Name: West Regional Library - Chiller Replacement

Project Number: LI-014-24

Amount: \$407,400.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: West Regional Library - Chiller Replacement

CAPITAL PROJECT #: C0904 (20002000-48010)

CONTRACT AMOUNT: \$407,400.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: LI-014-24

PROJECT DESCRIPTION: Removal of two existing chillers and installation of two new chillers which includes connections, piping, etc. included in the design.

VENDOR NAME: Goram Air Conditioning Company, Inc

VENDOR NUMBER: 74050

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/03/2025



04.02.2025

03:31PM

Dear Council Members:

Attached to this memo is an agreement between the GORAM AIR CONDITIONING CO INC and the City of Mobile, for the project titled "West Regional Library - Chiller Replacement" in the amount of \$407,400.00.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer

Architectural Engineering

(251) 208-1083

Information on this project is follows:

Commitment Type:	Performance
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

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

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

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

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

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

Goram Air Conditioning Company, Inc
1252 Houston Street
Mobile, AL, 36606
City of Mobile Business License Number: 195350
Secretary of State Registration Number: 000-036-895

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

West Regional Library - Chiller Replacement
5555 Grelot Road
Mobile, Alabama 36609
LI-014-24
Replacing two Chillers at the West Regional Library
The Architect:
(Name, legal status, address and other information)

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

Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ 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.)

☒ Not later than Three Hundred (300) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Seven Thousand Four Hundred and 00/100 (\$ 407,400.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$382,400.00

Contingency Allowance: \$25,000.00

Total Bid: \$407,400.00

Alternate: (N/A)

Total Contract Sum: \$407,400.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Twenty Five Thousand and 00/100 (\$25,000.00)

(Table deleted)

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

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Goram Air Conditioning Company, Inc has completed the contract for LI-014-24, West Regional Library - Chiller Replacement, 5555 Grelot Road Mobile, Alabama 36609 All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(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)

Darren Deas
1252 Houston Street,
Mobile, AL, 36606
Darren@goramair.com
251-476-5003

§ 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

Init.

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

- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

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

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's

performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T100	Electrical Specs, Legend & Abbreviations	February 19, 2025
Mechanical		
M-100	Legend Notes, Details Schedules, and Abbreviations	February 19, 2025
M-200	Site Plan – Mechanical	February 19, 2025
M-300	Enlarged Plans – Demolition & New Work	February 19, 2025
M-400	Controls	February 19, 2025
Electrical		
E100	Electrical Legend and Specifications	February 19, 2025
E200	Enlarged Electrical Existing Plan	February 19, 2025
E300	Enlarged Electrical New Work Plan	February 19, 2025

.4 Specifications

Section	Title	Date
230000	HVAC General	February 19, 2025
230010	Codes and Standards	February 19, 2025
230020	HVAC Related Work	February 19, 2025
230519	Meters & Gauges	February 19, 2025
230523	Valves	February 19, 2025
230529	Hangers & Supports	February 19, 2025
230539	Testing, Cleaning, & Sterilization for HVAC Piping	February 19, 2025
230548	Vibration Isolation	February 19, 2025
230553	HVAC Identification	February 19, 2025
230590	Startup Requirements for HVAC Systems	February 19, 2025

Init.

230593	Testing, Adjusting, & Balancing	February 19, 2025
230716	HVAC Equipment Insulation	February 19, 2025
230719	HVAC Piping Insulation	February 19, 2025
230900	Instrumentation & Controls	February 19, 2025
232113	Hydronic Piping	February 19, 2025
232116	Hydronic Piping Specialties	February 19, 2025
236423	Air-Cooled Scroll Water Chillers	February 19, 2025

.5 Addenda, if any:

Number	Date
Addendum 1	March 11, 2025
Addendum 2	March 14, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703
	with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax

Init.

User Notes:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Goram Air Conditioning Company, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Darren Deas, President

(Printed name and title)

ATTEST:

City Clerk

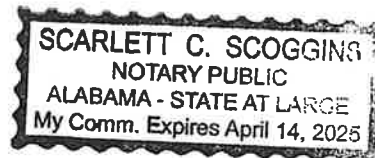
STATE OF Alabama
COUNTY OF At Large

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Darren Deas as President of Goram Air Conditioning Company, 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 25 day of March, 20 25.

Scarlett C. Scoggins
NOTARY PUBLIC

My Commission Expires: 4.14.25



Init.

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, Goram Air Conditioning Company, Inc 1252 Houston Street Mobile, AL 36606 hereinafter called the Principal, and Hartford Casualty Insurance Company One Hartford Plaza, Hartford, CT 06155 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 Four Hundred Seven Thousand Four Hundred and 00/100 (\$ 407,400.00), 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 _____, 2025 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 West Regional Library - Chiller Replacement (LI-014-24) 5555 Grelot Road Mobile, Alabama 36609, 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 26th day of March, 2025.

CONTRACTOR AS PRINCIPAL

Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Barren Deas / President

SURETY

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: J. William Goodloe III
(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-fact

Resident Agent: J. William Goodloe III

(Signature)

Name and Title: J. William Goodloe, III, AL Resident Agent

Company Name: Higginbotham Insurance

Address: 3212 Midtown Park So.

Mobile, AL 36606

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

Owner's Representative: Carleen Stout

REAM Dept Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC

Agency Code: 21-250403

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

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, Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile, AL, 36606, as Principal, and Hartford Casualty Insurance Company, One Hartford Plaza, Hartford, CT 06155, 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 Four Hundred Seven Thousand Four Hundred and 00/100 (\$ 407,400.00) 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 _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete West Regional Library - Chiller Replacement (LI-014-24) 5555 Grelot Road Mobile, Alabama 36609, 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 J. William Goodloe, III **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 26th day of March, 2025

CONTRACTOR AS PRINCIPAL

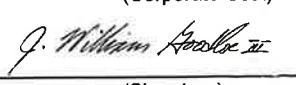
Company: Goram Air Conditioning Company, Inc.
(Corporate Seal)

By: 

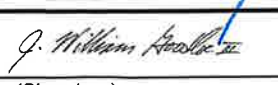
(Signature)

Name and Title: Darren Deas President**SURETY**

Company: Hartford Casualty Insurance Company
(Corporate Seal)

By: 

(Signature)

Name and Title: J. William Goodloe, III, Attorney-in-factResident Agent: 

(Signature)

Name and Title: J. William Goodloe, III, AL Resident AgentCompany Name: Higginbotham InsuranceAddress: 3212 Midtown Park SouthMobile, AL 36606Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative:

Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HIGGINBOTHAM INSURANCE AGENCY INC
Agency Code: 21-250403

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
☒ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Joanna L. Brinson, W.E. Cadden, Katherine Gilmore, J William Goodloe III, Nina Jacobs, O.M. Otts, IV, Brittany Partin, Erling Riis, III, Charlene C. Stout, Rebecca Ward of MOBILE, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of _____.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President



City of Mobile

Office of Supplier Diversity

Request of Waiver of DBE Goal

The City of Mobile establishes an overall goal of 15% utilization of socially and economically disadvantaged businesses for all public spending or private projects that utilize public funding and/or incentives.

Use this form to request a waiver of DBE goals on a City of Mobile Bid, RFP, solicitation or contract. You can download a PDF fill-in version of this form at <https://cityofmobile.sharepoint.com/sites/COMPortal>.

Contact the Office of Supplier Diversity at 251-208-7967 if you require assistance with completing this or any other DBE form.

**This form should be completed by the City department requesting a waiver.
Upon completion, submit the form to the Office of Supplier Diversity
by email at officeofsupplierdiversity@cityofmobile.org.**



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# LI-014-24 Current Date 3 / 17 / 25

Project Description West Regional Library - Chiller Replacement

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.

This project consists of the replacement of two chillers at the West Regional Library. The installation is fairly limited to a plug and play setup. Due to the nature of the construction and installation for both chillers, there is limited availability for DBE participation due to the specific type of work to be completed. Per previous contractors in the field on similar projects, this type of work is sole sourced and self performed with little to no outside sourcing available.

Per our conversation today Archnique, this project is schedule to open bids on 3/19/2025.

Requested By (Department Director)

Carleen Stout-Clark

Carleen Stout-Clark (Mar 17, 2025 12:05 CDT)

(Signature)

Director

(Title)

3/17/2025

(Date)

carleen.stout@cityofmobile.org

Email Address

Telephone Number

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Archnique Kidd (Mar 19, 2025 09:13 CDT)

(Signature)

(Title)

(Date)

Approved By (CAO)

EXHIBIT 3



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

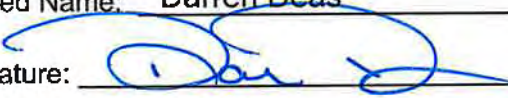
Section I. Information about your company

Company	Goram Air Conditioning Company, Inc
Address	1252 Houston Street, Mobile, AL. 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	LI-014-24
Project Description	West Regional Library Mechanical Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>46</u> Female <u>5</u> Minority <u>18</u> Non-minority <u>33</u> SDVO <u>0</u> Total #of Employees <u>51</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren Deas

Signature:  Date: 3/19/2025

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: Darren Deas Title: President

Email: Darren@goramair.com Phone: 251-476-5003



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 Goram Air Conditioning Company, Inc Your Bid/Proposal Amount \$ _____ Date: 3-19-2025
03 / 19 / 2025 Description West Regional Library Mechanical Improvements
Name of Bidder/Proposer: Goram Air Conditioning Company, Inc / Darren Deas

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
None	0	None	None	None	None	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc

Contact Person: Darren Deas Phone 251-476-5003 Email Darren@goramair.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

 X 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.

 X 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. _____

 Goram will self-perform all but the crane. No DBE crane owners available. _____



Alabama Secretary of State



Goram Air Conditioning Company, Inc.	
Entity ID Number	000-036-895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
Incorporator Street Address	Not Provided

Goram Air Conditioning Company, Inc.	
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/28/2002 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021 Registered Agent Change 2 pgs.

[Browse Results](#)[New Search](#)

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

Company ID Number: 122561

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008



Company ID Number: 122561

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Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 3212 Midtown Park S Mobile AL 36606	CONTACT NAME: Charity Tout PHONE (A/C, No, Ext): 817-349-2334 E-MAIL ADDRESS: CTout@higginbotham.com	FAX (A/C, No):
License#: 2081754 GORAIR-01	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	INSURER A: Middlesex Insurance Company	23434
	INSURER B: Alabama Self-Insured Worker's Compensation Fund	0
	INSURER C: Midwest Employers Casualty Company	23612
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 685512516**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			A0160905003	1/1/2025	1/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A0160905001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			A0160905004	1/1/2025	1/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$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	P100546AL2025 PVAL129001	1/1/2025 1/1/2025	1/1/2026 1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A A	Leased/Rented Equipment Builders' Risk/ Installation Floater			A0160905002 A0160905002	1/1/2025 1/1/2025	1/1/2026 1/1/2026	Limit: \$100,000 See Below Ded: \$1,000 See Below

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

Inland Marine - BUILDERS RISK - Installation Floater Policy

Limits: Any One Job Site: \$350,000 At Any Location Other Than A Job Site: \$100,000 Property In Transit: \$25,000 Deductible: \$2,500

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability and Automobile Liability policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P. O. Box 1827 Mobile AL 36633-1827 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

Project: LI-014-24 (West Regional Library - Chiller Replacement)

The City of Mobile are added as additional insured by endorsement on the General Liability policy, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The General Liability policy and Automobile Liability policies has been endorsed to provide a Waiver of Subrogation in favor of City of Mobile.

The General Liability, Automobile Liability, and Umbrella Liability policy includes an endorsement providing that 30 days notice of cancellation will be furnished to the City of Mobile.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.



POLICY NUMBER: A0160905001

ADDITIONAL INTEREST SUPPLEMENTAL DECLARATIONS

The following additional interests apply to this policy.

Any person or organization from whom you are required to
waive your right to recover under a written contract or
agreement in effect prior to any loss or damage
1252 Houston St
Mobile, AL 36606-1122

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 04 44 10 13 Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of
Subrogation)

Any person or organization you are required to add as an
additional insured under a written contract or written
agreement in effect prior to any loss or damage.
1252 Houston St
Mobile, AL 36606-1122

CA 76 01 06 15 Designated Insured - Primary and Noncontributory - Covered Autos Liability
Coverage

CA 20 48 10 13 Designated Insured For Covered Autos Liability Coverage

City of Mobile
PO Box 1827
Mobile, AL 36633

IL 70 60 08 15 Notice Of Cancellation To Others

Number of Days Notice 30

POLICY NUMBER: A0160905003

ADDITIONAL INSURED - SUPPLEMENTAL DECLARATIONS

The following persons or organizations are included as Additional Insureds, but only to the extent provided in the listed endorsement:

City of Mobile

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page

Any person or organization from whom you are required to
waive your right to recover under a written contract
or agreement in effect prior to any loss of damage

Endorsement CG 24 04 12 19, Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation), applies to this additional insured.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 10 10 01 Additional Insured - Owners, Lessees Or Contractors - Scheduled
Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

codes per the general liability declaration page

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

The person or organization indicated above is included as an additional insured under the following endorsement(s):

CG 20 37 12 19 Additional Insured - Owners, Lessees Or Contractors - Completed Operations

Location and Description of Completed Operations:

Jobsites as described in contracts Codes per the General Liability Declaration Page

CG 20 10 12 19 Additional Insured - Owners, Lessees Or Contractors - Scheduled Person Or Organization

Location of Covered Operations:

Jobsites as described in contracts

Job Description:

Codes per the General Liability Declaration Page



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 3-year subscription to Aruba network access control software for MIT.

Amount of Contract:

\$17,328.72

Funding Source

General Fund.

ATTACHMENTS:

1. 20250409 CDW2 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for 3-year subscription to Aruba
network access control software for MIT.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,328.72

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software. Sourcewell cooperative purchasing agreement.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22756</u>	2025	(5000) INFORMATION TECHNOLOGY	3 YEAR SUBSCRIPTION TO ARUBA NETWORK WIRELESS ACCESS SOFTWARE FOR MIT (PRICE BELOW BID REQUIREMENT, SOURCEWELL COOPERATIVE PURCHASING AGREEMENT)	\$17,328.72	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022756-00 FY 2025 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved
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Page 1

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	1272932	04/09/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001	PER SOURCEWELL CONTRACT #121923 CDWG SOFTWARE AND QUOTE #PJXD524. HPE Aruba Central Foundation - subscription license (3 years) - 1 access po 103 6483096 \$168.24 \$17, 328.72 Mfg. Part#: Q9Y59AAE Electronic distribution - NO MEDIA Contract: Sourcwell 121923 CDWG-Software (121923)	103.00	168.24000	17328.72
1	1000.10.23.5000.5000.5000.0000.0000.42150.			17328.72

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

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total

17328.72

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	\$223.65
ServiceNow Program Manager	\$232.05
ServiceNow Advisory Services	\$245.70
ServiceNow Principal Consultant	\$289.80
ServiceNow Organizational Change Management Cons	\$289.80
ServiceNow Integration Expert	\$236.25
ServiceNow Quality Assurance Expert	\$196.35
ServiceNow Solution Architect	\$236.25
ServiceNow Technical Consultant	\$210.00
ServiceNow Trainer	\$236.25

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	\$140.00
Sr Analyst	\$165.00
Consultant	\$215.00
Sr Consultant	\$255.00
Managing Consultant	\$275.00
Principal Consultant	\$295.00
Chief Architect	\$295.00
Consulting Project Manager	\$215.00
Consulting Engagement Manager	\$230.00
Consulting Project Coordinator	\$165.00
Consulting Program Manager	\$245.00
Enterprise Architect	\$295.00
Executive Technology Strategist	\$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	\$341.25
Practice Director	\$341.25
Digital Strategy Consultant	\$309.75
Principal Consultant - Cloud	\$309.75
Hybrid Cloud Architect	\$262.50
Hybrid Cloud Engineer	\$236.25
Principal Consultant - DataOps	\$309.75
DataOps Architect	\$262.50
DataOps Engineer	\$236.25
Principal Consultant - SW	\$309.75
SW Architect	\$262.50
SW Engineer	\$225.75
Principal Consultant - SDI	\$309.75
Solutions Architect	\$262.50
Solutions Engineer	\$236.25
Digital Product Strategist	\$262.50
Enterprise Program Manager	\$236.25
Sr Technical Project Manager	\$231.00
Technical Project Manager	\$215.25
Sr. Agile Project Manager	\$236.25
Agile Project Manager	\$225.75

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	\$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$572.36
DHCP Support add to MS AD above	\$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	\$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	\$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	\$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	\$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	\$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	\$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	\$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,753.10
EMC Data Domain - Gold	\$2,173.50
Microsoft System Center DPM - SM <100 - Gold	\$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	\$2,753.10
Microsoft System Center DPM - XL - Gold	\$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	\$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	\$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	\$869.40
MySQL- Gold	\$869.40
Oracle - Gold	\$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	\$275.31
Cisco HyperFlex Node Mangement - Gold	\$275.31
Nutanix Node Management - Gold	\$275.31
vSAN Node Management - Gold	\$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	\$69.05
Aruba Wireless Controller/Conductor - Gold	\$65.21
Aruba Wireless Access Points - Gold	\$2.90
Cisco Mobility Services Engine – Gold	\$50.72
Cisco Prime Infrastructure Manager - Gold	\$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	\$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	\$28.98
Cisco Switch: Core (no Module Capability) - Gold	\$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	\$66.65
Cisco Switch: Module - Gold	\$14.49
Cisco Router - Gold	\$50.72
Cisco iWAN - Gold	\$50.72
Cisco WAAS/WAVE - Gold	\$37.67
Cisco Wireless Controller - Gold	\$65.21
Cisco Wireless Access Points - Gold	\$2.90
Cisco SD-WAN - Gold	\$81.14
Cradlepoint Flex - Gold	\$28.98
Cradlepoint Enterprise - Gold	\$44.92
F5: BIG-IP - Gold	\$75.35
F5: Local Traffic Manager (LTM) - Gold	\$218.80
F5: Advance Firewall Manager (AFM) - Gold	\$182.57
F5: BIG-IP DNS - Gold	\$181.13
Riverbed Steelhead - Gold	\$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	\$73.90
Meraki MR Wireless Access Points - Gold	\$2.90
Meraki MV Wireless Camera - Gold	\$3.62
Meraki MG Cellular Gateway - Gold	\$14.49
Meraki MS Switch - Gold	\$14.49
Meraki MX Security Appliance - Gold	\$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	\$81.51
Linux O/S (Red Hat/ SUSE) - Gold	\$163.74
AIX O/S - Gold	\$310.09
IBM System I - Gold	\$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	\$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	\$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	\$644.81
Palo Alto Firewall wo Panorama - Gold	\$549.17
Palo Alto Firewall w Panorama - Gold	\$549.17
Palo Alto Panorama - Gold	\$266.62
Cisco Identity Services Engine (ISE) - Gold	\$539.56
Fortinet Firewall wo FortiManager – Gold	\$549.17
Fortinet Firewall w FortiManager – Gold	\$549.17
Fortinet FortiManager – Gold	\$266.62
Fortinet FortiAnalyzer – Gold	\$81.14
Cisco Umbrella - Gold (Per User)	\$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	\$210.11
Nutanix AHV - Gold	\$210.11
Microsoft Hyper-V - Gold	\$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.32
SAN Switch - Gold	\$239.09
Controller: NetApp (Priced per controller) - Gold	\$1,086.75
Controller: EMC (Priced per controller) - Gold	\$1,086.75
Controller: IBM (Priced per controller) - Gold	\$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	\$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	\$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	\$398.48
Call Control: Cisco Voice Gateway - Gold	\$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$811.01
Call Control: Cisco Attendant Console (CUXAC) - Gold	\$543.38
Call Control: VistaPoint Attendant Console - Gold	\$543.38
Call Control: Cisco Call Manager Express - Gold	\$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	\$144.90
911: Cisco Emergency Responder (CER) - Gold	\$398.48
Voice Mail: Cisco Unity Express - Gold	\$181.13
Notification: InformaCast from Singlewire - Gold	\$398.48
Call Experience Testing - 2CPH - Gold	\$495.71
Included Up to 10 MACD Incidents - Monthly	
(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	\$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	
(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	\$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	\$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	\$454.17
Contact Center: SocialMiner - Gold	\$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$456.44
Contact Center: eGain Analytics - Gold	\$405.72
Contact Center: ESNA Cloudlink - Gold	\$144.90
CVP: CVP Operations Console - Gold	\$405.72
CVP: SIP Proxy (CUSP) - Gold	\$202.76
CVP: Ingress Gateway - Gold	\$108.68
CVP: VXML Gateway - Gold	\$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	\$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	\$398.48
Cisco WebEx Cloud Connected Audio - Gold	\$446.05
Cisco Meeting Place Express - Gold	\$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	\$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	\$217.35
UC Video: Cisco Telepresence Content Server - Gold	\$398.48
UC Video: Expressway-C / Expressway-E - Gold	\$217.35
UC Video: Telepresence Management Suite (TMS) - Gold	\$543.38
Cisco Webex Hybrid Directory Connector - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$217.35
UC Video: MSE Chassis - Gold	\$144.90
UC Video: MCU MSE Blade - Gold	\$108.68
UC Video: Gateway (GW) MSE Blade - Gold	\$108.68
UC Video: Endpoint Management - Gold	\$72.45
UC Video: Telepresence Server Blade - Gold	\$108.68
UC Video: Telepresence MCU - Gold	\$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - \$0K to \$10K	As Invoiced
*Basic Service - \$10K to \$250K	As Invoiced
*Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.

**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	\$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices

Gold Level Support = \$1,000.00 per Month

AWS / Azure Support

Basic = \$49.00 per Month

Essential = \$400.00 per Month

Premium = \$2,500.00 per Month

Time and Materials Support - Additional Terms

Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	\$183.75
Consulting Engineer	\$225.75
Senior Consulting Engineer	\$236.25
Technical Lead / Principal Consulting Engineer	\$267.75
Enterprise Consulting Architect	\$267.75
Business Consulting Analyst	\$257.25
Project Administrator	\$173.25
Project Manager	\$220.50
Senior Project Manager	\$225.75
Enterprise Project Manager, PMO Lead	\$241.50
Program Manager	\$241.50
Technical Architect	\$367.50

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	\$249.38
Manager	\$274.31
Sr. Consultant	\$299.25
Sr. Manager	\$299.25
Director	\$374.06
Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$249.38
Manager	\$259.35
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Technical Lead	\$279.30
Director	\$324.19
Managing Director	\$399.00
IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	\$164.59
Sr. Associate Consultant	\$184.54
Consultant	\$229.43
Sr. Consultant	\$249.38
Managing Consultant	\$259.35
Manager	\$259.35
Architect	\$269.33
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Director	\$324.19
Managing Director	\$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	\$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$254.36
Enterprise Architect	\$279.30
Principal Consultant	\$279.30
Technical Lead	\$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	\$119.70
Sr. Associate Consultant	\$134.66
Consultant-Finance	\$144.64
Sr. Consultant-Finance	\$149.63
Consultant-IT	\$154.61
Sr. Consultant-IT	\$159.60
Manager	\$169.58
Sr. Manager	\$179.55
Director	\$184.54
Managing Director	\$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	\$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for network wireless access points, switches and transceivers for MIT.

Amount of Contract:

\$79,919.14

Funding Source

.Capital - GIT Technical and Infrastructure Upgrades

ATTACHMENTS:

1. 20250409 CDW Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for network wireless access
points, switches and transceivers for MIT.
.Capital - GIT Technical and Infrastructure Upgrades

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$79,919.14

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, at lower price than state contract.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22658</u>	2025	(5000) INFORMATION TECHNOLOGY	NETWORK WIRELESS ACCESS POINTS SWITCHES AND TRANSCIVERS FOR MIT (SOURCEWELL COOPERATIVE PUIRCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	\$79,919.14	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	1272932	04/08/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
001 ITEM: HPE Aruba AP 270 MNT H2 Network Device Wall Ceiling Mount Kit Supplier Part No: 4360935 Manufacturer Part No: JW055A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43000000	13.00 EA	32.78000	426.14
1 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			426.14

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

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002 ITEM: HPE Aruba AP MNT MP10 B Campus Type B Mounting Bracket Supplier Part No: 5364140 Manufacturer Part No: Q9G69A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP:	10.00 EA	108.19000	1081.90
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			1081.90
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
004	ITEM: HPE Aruba AP MNT MP10 E Campus Type E mounting bracket Supplier Part No: 5450641 Manufacturer Part No: R1C72A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43000000	2.00 EA	163.42000	326.84
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			326.84

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	ITEM: HPE Aruba AP MNT E network device mounting kit Supplier Part No: 6580499 Manufacturer Part No: R3J19A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43000000	4.00 EA	19.75000	79.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			79.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	ITEM: HPE Aruba AP 565 US wireless access point ZigBee Bluetooth wi Fi 6 Supplier Part No: 6272530 Manufacturer Part No: R4W44A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43222640	13.00 EA	788.83000	10254.79
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			10254.79

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	1272932	04/08/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007 ITEM: HPE Aruba Networking AP 515 US Campus wireless access point Wi Fi 6 Supplier Part No: 8261737 Manufacturer Part No: S3J30A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43223108	9.00 EA	6669.38000	60024.42
1 2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			60024.42

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	ITEM: HPE Aruba 6000 24G Class4 PoE 4SFP 370W Switch switch 24 ports manage Supplier Part No: 6757816 Manufacturer Part No: R8N87A#ABA Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43000000	3.00 EA	1109.35000	3328.05
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			3328.05

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 7
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	ITEM: HPE Aruba SFP28 transceiver module 25 Gigabit LAN Supplier Part No: 5487459 Manufacturer Part No: JL486A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD524 NIGP: UNSPSC: 43000000	2.00 EA	2199.00000	4398.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			4398.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 8
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

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

Requisition Link

Requisition Total 79919.14

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

Account	Amount	Remaining Budget
E C0620 .OPERSUPPLS.	79919.14	146670.01

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	79919.14	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	04/08/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/08/25	SCOTT KEARNEY	
Approved	04/08/25	UDARA JAYASENA	Auto approved by: 91057606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022658-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 9

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 AS Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/09/25	272932	04/08/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/08/25 GREG HOLLIDAY	Auto	approved by: 91057606	
Approved	04/08/25 SCOTT KEARNEY			
Approved	04/08/25 UDARA JAYASENA	Auto	approved by: 91057606	
Approved	04/09/25 GREG HOLLIDAY	Auto	approved by: 91057606	
Approved	04/09/25 SCOTT KEARNEY			
Approved	04/09/25 UDARA JAYASENA	Auto	approved by: 91057606	
Approved	04/09/25 GREG HOLLIDAY	Auto	approved by: 91057606	
Approved	04/09/25 SCOTT KEARNEY			
Approved	04/09/25 UDARA JAYASENA	Auto	approved by: 91057606	
Rejected	04/08/25 TIFFANY HOLLINS	Check expense	string for line	
Approved	04/09/25 BRENDA RHODES			
Approved	04/09/25 TIFFANY HOLLINS	Auto	approved by: 910511034	
Approved	04/09/25 RELYA MALLORY	Auto	approved by: 910511034	
Approved	04/10/25 DONALD ROSE	Auto	approved by: 9105fola	
Approved	04/10/25 SANDRA LEWIS	Auto	approved by: 9105fola	
Approved	04/10/25 STEVEN KRONINGER	Auto	approved by: 9105fola	
Approved	04/10/25 SAMANTHA COOLEY	Auto	approved by: 9105fola	
Approved	04/10/25 CLAUDE BUERGER IV	Auto	approved by: 9105fola	
Approved	04/10/25 ANNE FOLEY			
Approved	04/10/25 JOHN PAINE	Auto	approved by: 9105fola	

Authorized By: _____ Date: _____
 Signature

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	\$223.65
ServiceNow Program Manager	\$232.05
ServiceNow Advisory Services	\$245.70
ServiceNow Principal Consultant	\$289.80
ServiceNow Organizational Change Management Cons	\$289.80
ServiceNow Integration Expert	\$236.25
ServiceNow Quality Assurance Expert	\$196.35
ServiceNow Solution Architect	\$236.25
ServiceNow Technical Consultant	\$210.00
ServiceNow Trainer	\$236.25

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	\$140.00
Sr Analyst	\$165.00
Consultant	\$215.00
Sr Consultant	\$255.00
Managing Consultant	\$275.00
Principal Consultant	\$295.00
Chief Architect	\$295.00
Consulting Project Manager	\$215.00
Consulting Engagement Manager	\$230.00
Consulting Project Coordinator	\$165.00
Consulting Program Manager	\$245.00
Enterprise Architect	\$295.00
Executive Technology Strategist	\$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	\$341.25
Practice Director	\$341.25
Digital Strategy Consultant	\$309.75
Principal Consultant - Cloud	\$309.75
Hybrid Cloud Architect	\$262.50
Hybrid Cloud Engineer	\$236.25
Principal Consultant - DataOps	\$309.75
DataOps Architect	\$262.50
DataOps Engineer	\$236.25
Principal Consultant - SW	\$309.75
SW Architect	\$262.50
SW Engineer	\$225.75
Principal Consultant - SDI	\$309.75
Solutions Architect	\$262.50
Solutions Engineer	\$236.25
Digital Product Strategist	\$262.50
Enterprise Program Manager	\$236.25
Sr Technical Project Manager	\$231.00
Technical Project Manager	\$215.25
Sr. Agile Project Manager	\$236.25
Agile Project Manager	\$225.75

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	\$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$572.36
DHCP Support add to MS AD above	\$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	\$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	\$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	\$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	\$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	\$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	\$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	\$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,753.10
EMC Data Domain - Gold	\$2,173.50
Microsoft System Center DPM - SM <100 - Gold	\$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	\$2,753.10
Microsoft System Center DPM - XL - Gold	\$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	\$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	\$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	\$869.40
MySQL- Gold	\$869.40
Oracle - Gold	\$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	\$275.31
Cisco HyperFlex Node Mangement - Gold	\$275.31
Nutanix Node Management - Gold	\$275.31
vSAN Node Management - Gold	\$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	\$69.05
Aruba Wireless Controller/Conductor - Gold	\$65.21
Aruba Wireless Access Points - Gold	\$2.90
Cisco Mobility Services Engine -- Gold	\$50.72
Cisco Prime Infrastructure Manager - Gold	\$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	\$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	\$28.98
Cisco Switch: Core (no Module Capability) - Gold	\$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	\$66.65
Cisco Switch: Module - Gold	\$14.49
Cisco Router - Gold	\$50.72
Cisco iWAN - Gold	\$50.72
Cisco WAAS/WAVE - Gold	\$37.67
Cisco Wireless Controller - Gold	\$65.21
Cisco Wireless Access Points - Gold	\$2.90
Cisco SD-WAN - Gold	\$81.14
Cradlepoint Flex - Gold	\$28.98
Cradlepoint Enterprise - Gold	\$44.92
F5: BIG-IP - Gold	\$75.35
F5: Local Traffic Manager (LTM) - Gold	\$218.80
F5: Advance Firewall Manager (AFM) - Gold	\$182.57
F5: BIG-IP DNS - Gold	\$181.13
Riverbed Steelhead - Gold	\$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	\$73.90
Meraki MR Wireless Access Points - Gold	\$2.90
Meraki MV Wireless Camera - Gold	\$3.62
Meraki MG Cellular Gateway - Gold	\$14.49
Meraki MS Switch - Gold	\$14.49
Meraki MX Security Appliance - Gold	\$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	\$81.51
Linux O/S (Red Hat/ SUSE) - Gold	\$163.74
AIX O/S - Gold	\$310.09
IBM System I - Gold	\$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	\$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	\$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	\$644.81
Palo Alto Firewall wo Panorama - Gold	\$549.17
Palo Alto Firewall w Panorama - Gold	\$549.17
Palo Alto Panorama - Gold	\$266.62
Cisco Identity Services Engine (ISE) - Gold	\$539.56
Fortinet Firewall wo FortiManager – Gold	\$549.17
Fortinet Firewall w FortiManager – Gold	\$549.17
Fortinet FortiManager – Gold	\$266.62
Fortinet FortiAnalyzer – Gold	\$81.14
Cisco Umbrella - Gold (Per User)	\$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	\$210.11
Nutanix AHV - Gold	\$210.11
Microsoft Hyper-V - Gold	\$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.32
SAN Switch - Gold	\$239.09
Controller: NetApp (Priced per controller) - Gold	\$1,086.75
Controller: EMC (Priced per controller) - Gold	\$1,086.75
Controller: IBM (Priced per controller) - Gold	\$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	\$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	\$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	\$398.48
Call Control: Cisco Voice Gateway - Gold	\$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$811.01
Call Control: Cisco Attendant Console (CUXAC) - Gold	\$543.38
Call Control: VistaPoint Attendant Console - Gold	\$543.38
Call Control: Cisco Call Manager Express - Gold	\$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	\$144.90
911: Cisco Emergency Responder (CER) - Gold	\$398.48
Voice Mail: Cisco Unity Express - Gold	\$181.13
Notification: InformaCast from Singlewire - Gold	\$398.48
Call Experience Testing - 2CPH - Gold	\$495.71
Included Up to 10 MACD Incidents - Monthly	
(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	\$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	
(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	\$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	\$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	\$454.17
Contact Center: SocialMiner - Gold	\$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$456.44
Contact Center: eGain Analytics - Gold	\$405.72
Contact Center: ESNA Cloudlink - Gold	\$144.90
CVP: CVP Operations Console - Gold	\$405.72
CVP: SIP Proxy (CUSP) - Gold	\$202.76
CVP: Ingress Gateway - Gold	\$108.68
CVP: VXML Gateway - Gold	\$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	\$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	\$398.48
Cisco WebEx Cloud Connected Audio - Gold	\$446.05
Cisco Meeting Place Express - Gold	\$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	\$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	\$217.35
UC Video: Cisco Telepresence Content Server - Gold	\$398.48
UC Video: Expressway-C / Expressway-E - Gold	\$217.35
UC Video: Telepresence Management Suite (TMS) - Gold	\$543.38
Cisco Webex Hybrid Directory Connector - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$217.35
UC Video: MSE Chassis - Gold	\$144.90
UC Video: MCU MSE Blade - Gold	\$108.68
UC Video: Gateway (GW) MSE Blade - Gold	\$108.68
UC Video: Endpoint Management - Gold	\$72.45
UC Video: Telepresence Server Blade - Gold	\$108.68
UC Video: Telepresence MCU - Gold	\$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - \$0K to \$10K	As Invoiced
*Basic Service - \$10K to \$250K	As Invoiced
*Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.

**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	\$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices

Gold Level Support = \$1,000.00 per Month

AWS / Azure Support

Basic = \$49.00 per Month

Essential = \$400.00 per Month

Premium = \$2,500.00 per Month

Time and Materials Support - Additional Terms

Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	\$183.75
Consulting Engineer	\$225.75
Senior Consulting Engineer	\$236.25
Technical Lead / Principal Consulting Engineer	\$267.75
Enterprise Consulting Architect	\$267.75
Business Consulting Analyst	\$257.25
Project Administrator	\$173.25
Project Manager	\$220.50
Senior Project Manager	\$225.75
Enterprise Project Manager, PMO Lead	\$241.50
Program Manager	\$241.50
Technical Architect	\$367.50

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	\$249.38
Manager	\$274.31
Sr. Consultant	\$299.25
Sr. Manager	\$299.25
Director	\$374.06
Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$249.38
Manager	\$259.35
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Technical Lead	\$279.30
Director	\$324.19
Managing Director	\$399.00
IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	\$164.59
Sr. Associate Consultant	\$184.54
Consultant	\$229.43
Sr. Consultant	\$249.38
Managing Consultant	\$259.35
Manager	\$259.35
Architect	\$269.33
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Director	\$324.19
Managing Director	\$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	\$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$254.36
Enterprise Architect	\$279.30
Principal Consultant	\$279.30
Technical Lead	\$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	\$119.70
Sr. Associate Consultant	\$134.66
Consultant-Finance	\$144.64
Sr. Consultant-Finance	\$149.63
Consultant-IT	\$154.61
Sr. Consultant-IT	\$159.60
Manager	\$169.58
Sr. Manager	\$179.55
Director	\$184.54
Managing Director	\$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	\$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for network switches and transceivers for MIT.

Amount of Contract:

\$53,993.14

Funding Source

Capital - GIS Equipment and Technology upgrades.

ATTACHMENTS:

1. 20250408 CDW Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for network switches and transceivers for MIT.

.Capital - GIS Equipment and Technology Upgrades

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$53,993.14

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22553</u>	2025	(5000) INFORMATION TECHNOLOGY	NETWORK SWITCHES AND TRANSCEIVERS FOR MIT (SOURCEWELL COOPERATIVE PUIRCHASING AGREEMENT, AT PRICE LESS THAN STATE CONTRACT)	\$53,993.14	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022553-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/25	272932	04/04/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER SOURCEWELL CONTRACT #121923-CDWG TECH CATALOG (121923) AND YOUR QUOTE #PJXD480.

001	ITEM: HPE Aruba 6200F 24G Class4 PoE 4SFP 370W Switch switch Max Stacking D Supplier Part No: 7455895 Manufacturer Part No: JL725B#ABA Manufacturer Name: Aruba Supplier Quote No: 44930: PJXD480 NIGP: UNSPSC: 43000000	5.00 EACH	2688.85000	13444.25
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1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			13444.25
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022553-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/25	272932	04/04/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: HPE Aruba 6200F 48G Class4 PoE 4SFP 370W Switch switch Max Stacking D Supplier Part No: 7447681 Manufacturer Part No: JL727B#ABA Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD480 NIGP: UNSPSC: 43000000	4.00 EACH	4549.01000	18196.04

1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			18196.04
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	ITEM: HPE Aruba 6000 24G Class4 PoE 4SFP 370W Switch switch 24 ports manage Supplier Part No: 6757816 Manufacturer Part No: R8N87A#ABA Manufacturer Name: Aruba Supplier Quote No:	11.00 EACH	1109.35000	12202.85
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022553-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/25	272932	04/04/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	44930:PJXD480 NIGP: UNSPSC: 43000000			
1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			12202.85
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602				
004	ITEM: HPE Aruba SFP56 transceiver module 25GbE Supplier Part No: 7767180 Manufacturer Part No: S0V69A Manufacturer Name: Aruba Supplier Quote No: 44930:PJXD480 NIGP: UNSPSC: 43000000	2.00 EACH	5075.00000	10150.00
1	2000.80.00.0000.0000.0000.0000.44020. E C0637 .OPERSUPPLS.			10150.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022553-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 4
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/04/25	272932	04/04/25			INFORMATION TECHNOLOGY

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

[Requisition Link](#)

Requisition Total	53993.14
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0637 .OPERSUPPLS.	53993.14	135.67

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.		

53993.14

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	04/04/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	04/04/25	SCOTT KEARNEY	
Approved	04/04/25	UDARA JAYASENA	Auto approved by: 91057606

Sourcewell Product Pricing

Category	Discount
Accessories	9.00%
Power, Cooling & Racks	5.00%
Desktop Computers	3.75%
Data Storage/Drives	7.00%
Enterprise Storage	7.75%
Point of Sale/Data Capture	5.00%
Servers & Server Management	5.25%
Services (CDW Delivered)	0.00%
Notebook/Mobile Devices	5.00%
Chromebooks	3.00%
NetComm Products	9.00%
Carts and Furniture	7.00%
Printing & Document Scanning	3.75%
Services (Partner Delivered)	7.25%
Client Configure-to-Order	3.75%
Software	5.75%
Collaboration Hardware	10.00%
Video & Audio	7.00%
Interactive Flat Panel Display	9.00%
Cables	15.00%
Books/DVD Movies	0.00%
All Other Categories	0.00%

OEM	Discount
Apple	0.50%

CDW•G Advertised Price

For all RFP Categories, CDW•G is pleased to offer a discount % off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price ("CDWG Advertised Price").

Cloud Offerings

As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Members will be discount 0% off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, & Microsoft Azure.

CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings.

ServiceNow Solutions

Role	Not to exceed Bill Rate (USD)
ServiceNow Engagement Manager	\$223.65
ServiceNow Program Manager	\$232.05
ServiceNow Advisory Services	\$245.70
ServiceNow Principal Consultant	\$289.80
ServiceNow Organizational Change Management Cons	\$289.80
ServiceNow Integration Expert	\$236.25
ServiceNow Quality Assurance Expert	\$196.35
ServiceNow Solution Architect	\$236.25
ServiceNow Technical Consultant	\$210.00
ServiceNow Trainer	\$236.25

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Amplified Solutions

Service Name	Description	Discount
Google for Education (GFE) Audit - K12	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) Audit - Higher Ed	A Google for Education Audit provides an in-depth review of your G Suite domain by industry experts	3.00%
Google for Education (GFE) KickStart Package	A Google for Education KickStart Package provides the tailored configuration for your school of every	3.00%
Google for Education (GFE) Support - Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 20 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - 40 Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
Google for Education (GFE) Support - Adhoc Support Hours	Amplified IT offers enterprise level support for Google for Education. We expand on Google's basic break	3.00%
North American Google Technical Collaborative	The Google for Education Technical Collaborative is a membership-only community of education technology specialists from across North America who share insights and practices.	3.00%
Google for Education (GFE) Training/Consultancy - Full Day Onsite	Google for Education Training/Consultancy Full Day Onsite (including Expenses) Our custom onsite Consultancy services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.	3.00%
Google for Education (GFE) Chrome Checkup	A Google for Education Chrome Check-up digs deep into your current Chrome User, Device and Management configuration . Our industry experts will analyze all Chrome related Admin Console settings and your Chrome device data to ensure you are optimized for success and ready for the future! For full description - https://www.amplifiedit.com/chromecheckup/ Google for Education (GFE) Chrome Check-up to include: In-depth review of your G Suite Chrome settings and devices. Results of Check-up and Analysis. Hour and a half Review Meeting with Amplified IT consultants	3.00%
Amplified IT Admin Level 1 Certification Training - Self-Paced	The Amplified Admin Level 1 Certification training will guide your IT staff through educational best practices and G Suite Admin console skills and techniques. This fundamentals course covers Admin Console basics and key settings configurations for the educational use of G Suite. (This is per Seat Pricing)	3.00%
Amplified IT Admin Level 2 Certification Training - Self-Paced	The Amplified Admin Level 2 Certification training is our advanced-level G Suite Admin course and requires an Amplified Admin Level 1 certification to validate fundamental knowledge of the G Suite environment. This course will build on the basics learned in Level 1 to address more complex settings, topics, and advanced best practices as it applies to education. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	The Amplified Admin Security Specialist Certification for those G Suite Admins who are looking for advanced-level, security-specific training. This certification training builds on the foundational and advanced Amplified Admin Level 1 and 2 courses, providing a comprehensive understanding of cybersecurity risk factors facing EDU leaders and how to appropriately mitigate through setting configurations. (This is per Seat Pricing)	3.00%
Amplified IT Admin Security Bundle	This bundle contains access to the Amplified Admin Level 1 Certification - Live Instructed, Amplified Admin Level 2 Certification - Live Instructed, and Amplified Admin Security Specialist - Self-Paced courses in addition to videos, transcripts, and slides. Access to an EDU Workspace Admin console is required for this course. (This is per Seat Pricing)	3.00%
Gopher products (product)	Gopher products enable schools to better manage their Google users, groups, chrome devices, and polices at scale. This discount applies to a la carte and bundle packages of Gopher applications.	3.00%
Little SIS (product)	Little SIS gives schools ability to manage Google Classroom at scale. Features include delegated administration, student and class performance analysis, usage reporting, student work review as well as administrative tasks like adding, deleting and archiving of classes.	3.00%
MSRP can be found at https://www.amplifiedit.com/MSRP		

Data Center Transformation

Role	Not to exceed Bill Rate (USD)
Analyst	\$140.00
Sr Analyst	\$165.00
Consultant	\$215.00
Sr Consultant	\$255.00
Managing Consultant	\$275.00
Principal Consultant	\$295.00
Chief Architect	\$295.00
Consulting Project Manager	\$215.00
Consulting Engagement Manager	\$230.00
Consulting Project Coordinator	\$165.00
Consulting Program Manager	\$245.00
Enterprise Architect	\$295.00
Executive Technology Strategist	\$295.00

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Digital Velocity Solutions

Role	Not to exceed Bill Rate (USD)
F-CTO	\$341.25
Practice Director	\$341.25
Digital Strategy Consultant	\$309.75
Principal Consultant - Cloud	\$309.75
Hybrid Cloud Architect	\$262.50
Hybrid Cloud Engineer	\$236.25
Principal Consultant - DataOps	\$309.75
DataOps Architect	\$262.50
DataOps Engineer	\$236.25
Principal Consultant - SW	\$309.75
SW Architect	\$262.50
SW Engineer	\$225.75
Principal Consultant - SDI	\$309.75
Solutions Architect	\$262.50
Solutions Engineer	\$236.25
Digital Product Strategist	\$262.50
Enterprise Program Manager	\$236.25
Sr Technical Project Manager	\$231.00
Technical Project Manager	\$215.25
Sr. Agile Project Manager	\$236.25
Agile Project Manager	\$225.75

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Managed Services

Gold Level Support for Customer Devices

Applications	Not to exceed Bill Rate (USD)
Microsoft System Center Configuration Manager (SCCM) - Gold	\$543.38
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	\$572.36
DHCP Support add to MS AD above	\$163.74
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	\$869.40
Microsoft Active Directory - Large Environment 21+ DCs - Gold	\$1,666.35
Microsoft Active Directory Federation Services (ADFS) - Gold	\$782.46

Managed Services

Backup	Not to exceed Bill Rate (USD)
IBM Tivoli Storage Manager Gold	\$2,173.50
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	\$1,195.43
Cohesity RMS SM: 1-250 VMs - Gold	\$1,195.43
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	\$1,738.80
Commvault RMS Backup Environment Lrg: 601-1000 VMs - Gold	\$2,173.50
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	\$2,753.10
Veeam RMS SM: 1-250 VMs - Gold	\$1,195.43
Veeam RMS Med: 251-600 VMs - Gold	\$1,738.80
Veeam RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
Veeam RMS XL: 1000+ VMs - Gold	\$2,753.10
EMC Avamar RMS SM: 1-250 VMs - Gold	\$1,195.43
EMC Avamar RMS Med: 251-600 VMs - Gold	\$1,738.80
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	\$2,173.50
EMC Avamar RMS XL: 1000 VMs - Gold	\$2,753.10
EMC Data Domain - Gold	\$2,173.50
Microsoft System Center DPM - SM <100 - Gold	\$1,738.80
Microsoft System Center DPM - Med 100 - 500 - Gold	\$2,173.50
Microsoft System Center DPM - Lrg >500 Gold	\$2,753.10
Microsoft System Center DPM - XL - Gold	\$3,477.60

Citrix	Not to exceed Bill Rate (USD)
Citrix - Per Licensed User - Gold	\$17.39

Converged Infrastructure	Not to exceed Bill Rate (USD)
Cisco UCS - Gold	\$340.52

Databases	Not to exceed Bill Rate (USD)
Microsoft SQL - Gold	\$869.40
MySQL- Gold	\$869.40
Oracle - Gold	\$869.40

Hyperconverged Infrastructure	Not to exceed Bill Rate (USD)
Cisco HyperFlex Edge Node Mangement - Gold	\$275.31
Cisco HyperFlex Node Mangement - Gold	\$275.31
Nutanix Node Management - Gold	\$275.31
vSAN Node Management - Gold	\$260.82

Network	Not to exceed Bill Rate (USD)
Silver Peak SD-WAN - Gold	\$69.05
Aruba Wireless Controller/Conductor - Gold	\$65.21
Aruba Wireless Access Points - Gold	\$2.90
Cisco Mobility Services Engine – Gold	\$50.72
Cisco Prime Infrastructure Manager - Gold	\$50.72
Cisco Switch: Access/Stacked Switch (No Module Capability) - Gold	\$28.98
Cisco Switch: Access w/ Module Capability (including Supervisor) - Gold	\$28.98
Cisco Switch: Core (no Module Capability) - Gold	\$66.65
Cisco Switch: Core w/ Module Capability (including Supervisor) - Gold	\$66.65
Cisco Switch: Module - Gold	\$14.49
Cisco Router - Gold	\$50.72
Cisco iWAN - Gold	\$50.72
Cisco WAAS/WAVE - Gold	\$37.67
Cisco Wireless Controller - Gold	\$65.21
Cisco Wireless Access Points - Gold	\$2.90
Cisco SD-WAN - Gold	\$81.14
Cradlepoint Flex - Gold	\$28.98
Cradlepoint Enterprise - Gold	\$44.92
F5: BIG-IP - Gold	\$75.35
F5: Local Traffic Manager (LTM) - Gold	\$218.80
F5: Advance Firewall Manager (AFM) - Gold	\$182.57
F5: BIG-IP DNS - Gold	\$181.13
Riverbed Steelhead - Gold	\$18.84
Cisco Application Centric Infrastructure (ACI) - per switch - Gold	\$73.90
Meraki MR Wireless Access Points - Gold	\$2.90
Meraki MV Wireless Camera - Gold	\$3.62
Meraki MG Cellular Gateway - Gold	\$14.49
Meraki MS Switch - Gold	\$14.49
Meraki MX Security Appliance - Gold	\$23.18

Operating Systems	Not to exceed Bill Rate (USD)
Windows O/S - Gold	\$81.51
Linux O/S (Red Hat/ SUSE) - Gold	\$163.74
AIX O/S - Gold	\$310.09
IBM System I - Gold	\$1,304.10

Security	Not to exceed Bill Rate (USD)
Cisco ASA - Gold	\$588.29
Cisco Firepower Services (Per Sensor) - Gold(Includes Firepower Management Center (FMC) support)	\$328.92
Cisco Firepower Threat Defense - Gold(Includes Firepower Management Center (FMC) support)	\$644.81
Palo Alto Firewall wo Panorama - Gold	\$549.17
Palo Alto Firewall w Panorama - Gold	\$549.17
Palo Alto Panorama - Gold	\$266.62
Cisco Identity Services Engine (ISE) - Gold	\$539.56
Fortinet Firewall wo FortiManager – Gold	\$549.17
Fortinet Firewall w FortiManager – Gold	\$549.17
Fortinet FortiManager – Gold	\$266.62
Fortinet FortiAnalyzer – Gold	\$81.14
Cisco Umbrella - Gold (Per User)	\$0.88

Server Virtualization (Hypervisor)	Not to exceed Bill Rate (USD)
VMware ESXi - Gold	\$210.11
Nutanix AHV - Gold	\$210.11
Microsoft Hyper-V - Gold	\$210.11

Storage	Not to exceed Bill Rate (USD)
Controller: IBM Storage Virtualization (priced per controller) - Gold	\$1,086.75
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	\$17.39
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	\$2.32
SAN Switch - Gold	\$239.09
Controller: NetApp (Priced per controller) - Gold	\$1,086.75
Controller: EMC (Priced per controller) - Gold	\$1,086.75
Controller: IBM (Priced per controller) - Gold	\$1,086.75

UC (Unified Communications)	Not to exceed Bill Rate (USD)
Call Control: Cisco Analog Voice Gateway- Gold	\$19.56
Call Control: Cisco CUCM/IM&P Server - Gold(Includes IM&P / Presence nodes.)	\$543.38
Call Control: Cisco Unity Connection (UCONN) - Gold	\$398.48
Call Control: Cisco Voice Gateway - Gold	\$72.45

Call Control: Cisco Business Edition 6000 Lifeline - Gold	\$811.01
Call Control: Cisco Attendant Console (CUXAC) - Gold	\$543.38
Call Control: VistaPoint Attendant Console - Gold	\$543.38
Call Control: Cisco Call Manager Express - Gold	\$181.13
Call Control: Cisco Unified Border Element (CUBE) - Gold	\$181.13
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	\$144.90
Call Control: Cisco Prime Collaboration Deployment - Gold	\$144.90
911: Cisco Emergency Responder (CER) - Gold	\$398.48
Voice Mail: Cisco Unity Express - Gold	\$181.13
Notification: InformaCast from Singlewire - Gold	\$398.48
Call Experience Testing - 2CPH - Gold	\$495.71
Included Up to 10 MACD Incidents - Monthly	
(If you choose to have CDW perform your MACD activity, the first 10 MACDs are included in the monthly cost. Customer must submit MACDs on CDW's standard MACD form. MACDs beyond 10 per month are available in the blocks of 10 for 350 per block.	\$0.00

UC Contact Center	Not to exceed Bill Rate (USD)
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	\$472.50
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold	
(Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger and Peripheral Gateway (PG).)	\$456.44
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	\$456.44
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	\$405.72
Contact Center: Virtualized Voice Browser (VVB) - Gold	\$108.68
Contact Center: UCC Express (UCCX) / Finesse - Gold(Contact Center Express, Cisco Finesse or IPIVR/VRU)	\$456.44
Contact Center: Cisco Unified Intelligence Center - Gold	\$454.17
Contact Center: SocialMiner - Gold	\$456.44
Contact Center: 2Ring Dashboards and Wallboards - Gold	\$456.44
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	\$456.44
Contact Center: Enterprise Chat and Email (ECE) - Gold	\$456.44
Contact Center: eGain Analytics - Gold	\$405.72
Contact Center: ESNA Cloudlink - Gold	\$144.90
CVP: CVP Operations Console - Gold	\$405.72
CVP: SIP Proxy (CUSP) - Gold	\$202.76
CVP: Ingress Gateway - Gold	\$108.68
CVP: VXML Gateway - Gold	\$108.68
Bucher and Suter (Connector for Salesforce.com) - Gold	\$144.90

UC Video	Not to exceed Bill Rate (USD)
Cisco WebEx Meetings Server (CWMS) - Gold	\$398.48
Cisco WebEx Cloud Connected Audio - Gold	\$446.05
Cisco Meeting Place Express - Gold	\$398.48

UC Video: Cisco Meeting Server (CMS) - Gold	\$217.35
UC Video: Cisco Meeting Manager (CMM) - Gold	\$217.35
UC Video: Cisco Telepresence Content Server - Gold	\$398.48
UC Video: Expressway-C / Expressway-E - Gold	\$217.35
UC Video: Telepresence Management Suite (TMS) - Gold	\$543.38
Cisco Webex Hybrid Directory Connector - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	\$217.35
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	\$217.35
UC Video: MSE Chassis - Gold	\$144.90
UC Video: MCU MSE Blade - Gold	\$108.68
UC Video: Gateway (GW) MSE Blade - Gold	\$108.68
UC Video: Endpoint Management - Gold	\$72.45
UC Video: Telepresence Server Blade - Gold	\$108.68
UC Video: Telepresence MCU - Gold	\$108.68

AWS and AZURE Basic / Essential / Premium Support	Monthly Price
*Basic Service - \$0K to \$10K	As Invoiced
*Basic Service - \$10K to \$250K	As Invoiced
*Basic Service - \$250K+	As Invoiced
Essential Service - \$0K to \$35K	As Invoiced
Essential Service - \$35K to \$75K	As Invoiced
Essential Service - \$75K+	As Invoiced
Premium Service - \$0K to \$100K	As Invoiced
Premium Service - \$100K to \$250K	As Invoiced
Premium Service - \$250K+	As Invoiced

*Fees are based on a percentage of customer's actual consumption of AWS / Azure services.

**If CDW is billing the customer for Basic consumption, no pricing uplift is applied.

Additional Services	Monthly Price
End User Help Desk Support	Custom Quote
Exchange and SharePoint Support	Custom Quote
Security Incident and Event Management (SIEM)	Custom Quote
Data Protection and Retention Services	Custom Quote
ServiceNow Ticket Integration and Management	Custom Quote

Time and Materials Support - Out of Scope Services	Not to exceed Bill Rate (USD)
Managed Services Engineering and Consulting	\$210.00

Pricing Notes:

Recurring Services - Monthly Minimum Fees

Managed Customer Devices

Gold Level Support = \$1,000.00 per Month

AWS / Azure Support

Basic = \$49.00 per Month

Essential = \$400.00 per Month

Premium = \$2,500.00 per Month

Time and Materials Support - Additional Terms

Unschedule after hours support is 2X hourly rate with a 2 hour minimum

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Professional Services

Role	Not to exceed Bill Rate (USD)
Associate Consulting Engineer	\$183.75
Consulting Engineer	\$225.75
Senior Consulting Engineer	\$236.25
Technical Lead / Principal Consulting Engineer	\$267.75
Enterprise Consulting Architect	\$267.75
Business Consulting Analyst	\$257.25
Project Administrator	\$173.25
Project Manager	\$220.50
Senior Project Manager	\$225.75
Enterprise Project Manager, PMO Lead	\$241.50
Program Manager	\$241.50
Technical Architect	\$367.50

*These rates are subject to 5% annual escalation, on the anniversary date of contract effective date.

Security (Cyber & Physical)

Cloud	Not to exceed Bill Rate (USD)
Consultant	\$249.38
Manager	\$274.31
Sr. Consultant	\$299.25
Sr. Manager	\$299.25
Director	\$374.06
Cyber-Privacy-Threat Intelligence	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$249.38
Manager	\$259.35
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Technical Lead	\$279.30
Director	\$324.19
Managing Director	\$399.00
IAM and Ops, Advisory & Programs (SOAP)	Not to exceed Bill Rate (USD)
Associate Consultant	\$164.59
Sr. Associate Consultant	\$184.54
Consultant	\$229.43
Sr. Consultant	\$249.38
Managing Consultant	\$259.35
Manager	\$259.35
Architect	\$269.33
Sr. Manager	\$274.31
Principal Consultant	\$279.30
Director	\$324.19
Managing Director	\$399.00

Incident Response	Not to exceed Bill Rate (USD)
Incident Response-All roles	\$423.94

Infrastructure - Physical	Not to exceed Bill Rate (USD)
Associate Consultant	\$179.55
Consultant	\$229.43
Sr. Consultant	\$254.36
Enterprise Architect	\$279.30
Principal Consultant	\$279.30
Technical Lead	\$279.30

Risk Consulting (RC)	Not to exceed Bill Rate (USD)
Associate Consultant	\$119.70
Sr. Associate Consultant	\$134.66
Consultant-Finance	\$144.64
Sr. Consultant-Finance	\$149.63
Consultant-IT	\$154.61
Sr. Consultant-IT	\$159.60
Manager	\$169.58
Sr. Manager	\$179.55
Director	\$184.54
Managing Director	\$199.50

Technology Integration (Splunk & IAM)	Not to exceed Bill Rate (USD)
Solution Architect (Delivery)	\$314.21

*These rates are subject to 5% annual escalation,
on the anniversary date of contract effective date.

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



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

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

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

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jackson Creek Mfg Inc for an animal transport trailer for Animal Services.

Amount of Contract:

\$63,582.50

Funding Source

Capital - Animal Shelter Equipment

ATTACHMENTS:

1. 20250327 Jackson Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 15 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Jackson Creek Mfg. Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Jackson Creek Mfg Inc for an animal transport trailer for
Animal Services.

Capital - Animal Shelter Equipment

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$63,852.50

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5934

How many bidders received bid packages (if applicable): 18 + web

How many bidders submitted bids (if applicable): 4

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>628</u>	2025	(1546) ANIMAL SHELTER	ANIMAL TRANSPORT TRAILER FOR ANIMAL SERVICES (SEALED BID 5934)	\$63,852.50	<u>(299675)</u> <u>JACKSON CREEK</u> <u>MFG., INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000628-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
--	---

Page 1

Vendor
 JACKSON CREEK MFG., INC.
 P.O. BOX 37

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

DENTON, NC 27239

MOBILE, AL 36604
 ADAM.LYNN@CITYOFMOBILE.ORG

Tel#336-859-4561

Delivery Reference
 BETH JONES 251-208-2800

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	299675				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
001	ANIMAL ADOPTION TRAILER VENDOR TO PROVIDE JACKSON CREEK MANUFACTURING MODEL EA718 ANIMAL ADOPTION TRAILER. INSIDE AREA 7X18, OUTSIDE 8.5X22 INCLUDING FENDERS AND TONGUE. VENDOR TO HAVE TRAILER DELIVERED TO THE CITY OF MOBILE MUNICIPAL GARAGE 770 GAYLE STREET, MOBILE, ALABAMA 36604. AS PER CITY OF MOBILE BID #5934 AND YOUR QUOTE Vendor Item	1.00 EACH	63852.50000	63852.50

1 2000.80.00.0000.0000.0000.0000.47010. E E0160 .CAPEQUIPMT.	63852.50
---	----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	63852.50
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***** Project Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000628-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor
 JACKSON CREEK MFG., INC.
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Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	299675				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E	E0160 .CAPEQUIPMT.		63852.50	6147.50

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	63852.50	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/25/25	JOSEPH SNOWDEN	Auto approved by: 910520091
Approved	03/25/25	ROBERT BRYANT	
Approved	10/10/24	BRENDA RHODES	
Approved	10/10/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	10/10/24	RELYA MALLORY	Auto approved by: 910511034
Approved	03/26/25	BRENDA RHODES	
Approved	03/26/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/26/25	RELYA MALLORY	Auto approved by: 910511034
Forward	10/10/24	MICHAEL SPAFFORD	Automatic Forward to 910519540
Approved	10/11/24	DONALD ROSE	Auto approved by: 9105fo1a
Approved	10/11/24	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	10/11/24	STEVEN KRONINGER	Auto approved by: 9105fo1a
Approved	10/11/24	SAMANTHA COOLEY	Auto approved by: 9105fo1a
Approved	10/11/24	LONELL HARRIS	Auto approved by: 9105fo1a
Approved	10/11/24	ANNE FOLEY	
Approved	10/11/24	JOHN PAINE	Auto approved by: 9105fo1a
Approved	03/27/25	DONALD ROSE	Auto approved by: 9105paij
Approved	03/27/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/27/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	03/27/25	SAMANTHA COOLEY	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000628-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 3

Vendor
 JACKSON CREEK MFG., INC.
 P.O. BOX 37

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

DENTON, NC 27239

MOBILE, AL 36604
 ADAM.LYNN@CITYOFMOBILE.ORG

Tel#336-859-4561

Delivery Reference
 BETH JONES 251-208-2800

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	299675				ANIMAL SHELTER

LN	Description / Account	Qty	Unit Price	Net Price
Approved	03/27/25 CLAUDE BUERGER IV		Auto approved by: 9105paij	
Approved	03/27/25 ANNE FOLEY		Auto approved by: 9105paij	
Approved	03/27/25 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5794
ANIMAL ADOPTION TRAILER

Jackson Creek Mfg	Legacy Brothers	Turnkey Industries	La Boit Specialty Vehicles, Inc
\$63,852.50	\$95,930.00	\$107,867.00	\$281,592.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/21/2025	5934	ANIMAL SHELTER	TO BE SPECIFIED

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

12:01 P.M., FRIDAY, MARCH 21, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
1 EA	TRAILER FOR ANIMAL TRANSPORT AND RESCUE/ADOPTION ACTIVITIES 8.5' wide x 20' long for animal transport, rescue, and adoption activities. Trailer to have built-in cages with glass to view from exterior. Trailer to have on-board generator with HVAC and sink with fresh water. Vendor responsible to deliver trailer to City of Mobile and provide basic training in use and care of trailer. Trailer to be as per the attached specifications. Vendor to provide literature on trailer to be provided with bid. Vendor providing: MAKE _____ MODEL _____ SIZE _____ GENERAL _____ TIME to deliver trailer to City of Mobile after receipt of Purchase Order: _____ DAYS					
			TOTAL			

Page 1 of 2

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

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal.					
			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.

Animal Services Adoption Trailer

The City of Mobile Animal Services is looking to purchase a Mobile Adoption Trailer. The Mobile Adoption Trailer should be designed to the following specifications.

❖ Chassis

- Adoption/Rescue Trailer; 8' or 8.5' x 20' long, with ball hitch for receiver hitch pull
- 7' Inside Height
- Electric Tongue Jack
- Tandem Axle
- Electric Brakes on both axles.
 - Break away control required.
- Full-Size Spare Tire/ Wheel and Jack
- Rear Ramp Door
- White Aluminum Exterior
- 1 Side Walk-In Door (Located on the passenger side)
- 2x Side Awning Doors - to raise and lock in position and allow easy viewing of pets through transparent Lexan panels.
- Fully Insulated Body
- Stabilizer Jacks on rear corners
- D-Rings or E-Track mounted along the floor and side wall (opposite from cages) to secure additional items during transport.

❖ Electrical

- Power Generation
 - Gas Commercial Generator 7.0kw with 20-gallon Fuel Tank
 - 25' Shoreline Power Cord
 - Automatic Transfer Switch for Shoreline and Generator
- Interior Lighting
 - 110-Volt Interior Lights (All Lights to be LED) (For use when the generator is running)
 - 12-Volt Interior Lights (All Lights to be LED) (For use when the generator is not running)
 - There should be sufficient number of both 110-volt and 12-volt interior lights to fully light the interior of the trailer.
- Interior Power
 - (4) 110-Volt Interior Receptacles
- Exterior Lighting
 - 5 LED Flood Lights (2 each on the curbside and roadside and one on the rear)
 - Each side of the vehicle to be powered by separate switches
 - All Lights to be LED
- Exterior Power
 - 2 Outside 110-Volt Receptacles (one on each side of the trailer)

❖ HVAC

- (2) 13.5 BTU AC Unit with 5.5 BTU Heat - (Roof Mounted)
- 12-Volt Roof Exhaust Fan (965 cfm)

❖ **Plumbing**

- 20 Gallon Fresh Water Tank
- 25 Gallon Wastewater Tank with Dump Valve
- Wastewater Hose
- Stainless Steel Sink w/ Aluminum Sink Cabinet and pressure pump
- Water Hose Connector built into Sink Cabinet

❖ **Animal Compartments (Installed on Curbside)**

- 17 Animal Compartments expandable to 22 Compartments (divider walls)
- Animal Compartments must have floor drains that drain into wastewater tanks.
- Animal Compartments must be Stainless Steel interiors with Aluminum Interior Doors
- Lexan front for viewing by the public while protecting the animals.
 - The trailer should have awning style or roll up windows in front of the viewing compartments.
- Storage Area under Animal Compartments.

❖ **Safety**

- Interior Temperature Monitoring System

❖ **Comparable Specifications**

- The City will consider appropriate substitutions for specifications that are comparable or better than those listed in this document.

❖ **Delivery**

- **Shipped To:**
 - City of Mobile Fleet/ Motor Pool Department
 - 770 Gayle St, Mobile, AL 36604

- ❖ On Bid submission, please specify earliest delivery timeframe.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

*Added and approved at the request of the Legal Dept. Cherlina Monteiro is working on the contract.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. 2025-04-10 Resolution - D'Alo Green

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Professional Services Contract between the City of Mobile and D'Alo Green, to identify and mitigate early warnings of violence and self-harm committed by students through prevention and intervention, by implementing safety protocols and collaborating with stakeholders to ensure a secure and supportive environment for students both on and off campus, to last for a period of three (3) years and the total amount not to exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000.00) annually, for services as outlined in said Contract made a part hereof by reference. A copy of said Contract is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY FEE AS
A CONDITION OF THE VACATION OF CITY RIGHT-OF-WAY
LOCATED ON THE WEST SIDE OF KNOLLWOOD DRIVE
JUST NORTH OF MEDICAL PARK DRIVE

The City of Mobile has been requested by the GK Land Holdings, LLC to vacate City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, April 15, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive, as per Resolution **47-446** is hereby set at \$53,980.68.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Bennett

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Roy Bennett

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To authorize the Settlement Agreement and Release of Claims; Borderlines Cartage, Inc.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement. Borderlines Cartage

REVIEWERS:

Patricia Primm

Cherlina Monteiro

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Added per Nick Amberger & John Forrester. Email sent to Council on 4/11.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution rescind 01 438
2. City of Mobile MOA_Comparison of Feb 2025 and April 2025 drafts
3. City of Mobile Cooperative Agreement_2025-April-11

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution 01-438, adopted March 11, 2025, authorizing an Agreement with the Alabama Department of Transportation for the I-10 Mobile River Bridge and Bayway Project be declared null and void and rescinded in its entirety because of necessary changes to the Agreement.

Adopted:

City Clerk

**COOPERATIVE AGREEMENT
FOR
I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT
BETWEEN
ALABAMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOBILE**

This Cooperative Agreement (“Cooperative Agreement”) for the I-10 Mobile River Bridge Project and I-10 Bayway Project (the “Projects”) is made and entered into this ____ day of _____, 2025 by and between the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”), and the City of Mobile, an Alabama municipal corporation (the “City”). ALDOT and the City are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Alabama Toll Road, Bridge and Tunnel Authority (the “Authority”) and Kiewit Massman Traylor, a Joint Venture (“Bridge Design Builder”), have entered into a certain ~~Design-Build Agreement~~design-build agreement for the I-10 Mobile River Bridge Project dated as of June 26, 2024 (the “Bridge Design-Build Agreement”);

WHEREAS, the Authority ~~and Flatiron Constructors, Inc. and The Lane Construction Corporation, a Joint Venture d.b.a. Mobile Bayway Constructors (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”)~~, have entered into a certain ~~Design-Build Agreement for the I-10 Bayway Project dated as of [month DD, 202x], by and through ALDOT, is currently negotiating and will enter into a design-build agreement for the I-10 Bayway Project~~ (the “Bayway Design Build Agreement”, collectively with the Bridge Design Build Agreement, the “Design Build Agreements”) with Kiewit Massman Traylor, a Joint Venture (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”);

WHEREAS, in the Design Build Agreements, the Authority confers upon the Design Builders certain rights and responsibilities of designing and constructing the Projects described therein, for the design and construction periods as defined in the Design-Build Agreements (the “Pre-Construction Phase and Construction Phase”);

WHEREAS, the Authority will enter into an agreement with a selected proposer for the roadside tolling infrastructure and the this infrastructure will be incorporated into the Projects;

WHEREAS, the Authority has conferred upon ALDOT certain responsibilities to administer the agreements referenced herein on behalf of the Authority;

WHEREAS, because the Projects will impact City facilities, coordination between the Parties during the Pre-Construction and Construction Phases of the Design-Build Agreements is important to provide an efficient and orderly process for the financing, developing, designing, acquiring, constructing, using, tolling, operating, and maintaining of the completed I-10 Mobile River Bridge and Bayway Facility (the “Facility”); and

WHEREAS, in entering into this Cooperative Agreement the intent of the Parties is to establish certain opportunities for cooperation and coordination and to set forth certain responsibilities of the Parties, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by ALDOT and the City as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. **Definitions.** For all purposes of this Cooperative Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning assigned in the Design-Build Agreements.

3. **Term.** This Cooperative Agreement shall be effective as of the date first set forth above and shall continue until both Projects reach completion of the Construction Phase.

4. **General Agreement to Cooperate.** The Parties agree to mutually cooperate in order to help ensure that the Projects are successfully completed, operated, and maintained with minimum impact to both Parties, the Design-Builder and the public.

5. **Obligations of the City.**

5.1 The City shall timely process permits, if any, and any subsequently required amendments thereto, for the Design-Builders regarding the Design Builders' work on either of the Projects within the City's jurisdiction. Such permits or amendments thereto shall be processed in no more than ten (10) working days after a completed permit application is properly submitted in accordance with standard City requirements. The City shall not knowingly issue any permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Projects, without first coordinating the same with the Design-Builders and ALDOT.

5.2 The City shall waive any and all charges and fees related to permit issuance, plan review, and inspections for the Projects.

5.3 The City shall have appropriate representatives regularly attend meetings of the Design-Builders' task forces including, but not limited to, those formed for public information, traffic management and detours; local street construction; and related construction work impacting the City and City facilities and shall provide input at such meetings related to work on the Projects in the City.

5.4 During the Construction Phases, the City shall accommodate temporary closure of city streets on City right-of-way, as well as temporary or permanent closures of City streets on ALDOT right-of-way. An agreement will be obtained for temporary detours and lane closures within City right-of-way in accordance with Item 5.7 below. In accordance with item 5.3 above, the City and the City of Mobile Police Department shall be invited to attend monthly stakeholder meetings to discuss upcoming project activities and review the Projects' maintenance of traffic plans, including lane closures and subsequent detour plans.

5.5 During the Pre-Construction Phases and Construction Phases, ALDOT has delegated certain utility relocation responsibilities to the Design-Builders. The Design-Builders will negotiate with

the City to relocate City owned utilities that conflict with the new construction of the Projects and reimburse the City for allowable costs incurred during this relocation. Terms of any City utility relocation will be as agreed in such utility relocation agreement between the Design-Builders and the City. Upon acceptable completion of the utility relocation, the City shall resume maintenance of the same.

5.6 The City shall assist in the ALDOT-provided public outreach efforts to inform and educate the public on the Projects' impact, including items such as traffic detours, temporary and permanent road closures.

5.7 The City shall timely, so as not to in any manner delay the Projects, execute any necessary agreements or amendments to agreements with ALDOT, including, but not limited to, freeway and maintenance agreements, related to the work on the Projects or any facilities related to either of the Projects within the City's jurisdiction.

5.8 During the Construction Phases, the Design-Builders will be responsible for operation and maintenance of traffic signals and roadway lighting within the limits of the Projects. ALDOT and the City will enter into an arrangement after the Construction Phases are complete for certain operation and maintenance elements of the Facility within the limits of the City, including, if and when appropriate, an agreement for the operation and/or maintenance of traffic signals, roadway lighting, and bridge aesthetic lighting.

5.9 The City shall not encroach or allow any encroachment upon the Projects or impede construction of the Projects without first coordinating the same with the Design-Builders and ALDOT. After completion of the Construction Phases, the City shall not encroach or allow any encroachment upon the Facility.

5.10 During the Construction Phases of the Projects, the City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Projects or construction of the Projects.

5.11 The City shall make its best efforts to perform all obligations of the City related to the Projects in such a manner as to allow the Projects to progress as scheduled.

5.12 Upon completion of the Projects, the City agrees to perform all maintenance on newly constructed, relocated, or improved roads, crossroads, service roads and sidewalks that are constructed as a part of the Projects within the jurisdiction of the City and that are not designated as State or Federal Highways.

5.13 Prior to the completion of the Construction Phases, ALDOT and the City will enter into an arrangement for the operation and maintenance of newly constructed or improved areas of landscaping, public facilities, and pedestrian access areas that are constructed as a part of the Projects and located within the jurisdiction of the City, including an agreement for the operation and maintenance of the belvedere elevator/stair tower and associated facilities. For reference, a copy of the Aesthetics & Landscaping Plan is included in the Aesthetic Guidelines, attached hereto as Exhibit A.

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

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11. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

12. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

13. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

15. Third-Party Beneficiaries. The Design Builders are intended third-party beneficiaries of this Cooperative Agreement. Except for the Design Builders, there are no third-party beneficiaries to this Cooperative Agreement.

16. Immigration Clause. This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

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.

17. Indemnification. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Authority, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

18. Not an Agent of the State. By entering into this Agreement, the City is not an agent of the State, the Authority, ALDOT, its officers, employees, agents or assigns. The City is an independent entity from ALDOT and nothing in this Agreement creates an agency relationship between the parties.

[Signature page follows]

In WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the COOPERATIVE AGREEMENT is deemed to be effective on the date of the approval of the Governor of Alabama.

ATTEST:

CITY OF MOBILE

By: _____
(Affix Corporate Seal)

By: _____
William S. Stimpson
Mayor, City of Mobile

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.**

William F. Patty
Chief Counsel
Department of Transportation

RECOMMENDED FOR APPROVAL:

Joe H. Lister, P.E.
State Office Engineer

Edward N. Austin, P.E.
Chief Engineer

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF TRANSPORTATION

John R. Cooper
Transportation Director

The within and foregoing instrument is hereby approved on this _____ day of _____, 2025.

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Exhibit A

Aesthetic Guidelines

See attached.

**COOPERATIVE AGREEMENT
FOR
I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT
BETWEEN
ALABAMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOBILE**

This Cooperative Agreement (“Cooperative Agreement”) for the I-10 Mobile River Bridge Project and I-10 Bayway Project (the “Projects”) is made and entered into this ____ day of _____, 2025 by and between the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”), and the City of Mobile, an Alabama municipal corporation (the “City”). ALDOT and the City are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Alabama Toll Road, Bridge and Tunnel Authority (the “Authority”) and Kiewit Massman Traylor, a Joint Venture (“Bridge Design Builder”), have entered into a certain design-build agreement for the I-10 Mobile River Bridge Project dated as of June 26, 2024 (the “Bridge Design-Build Agreement”);

WHEREAS, the Authority, by and through ALDOT, is currently negotiating and will enter into a design-build agreement for the I-10 Bayway Project (the “Bayway Design Build Agreement”, collectively with the Bridge Design Build Agreement, the “Design Build Agreements”) with Kiewit Massman Traylor, a Joint Venture (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”);

WHEREAS, in the Design Build Agreements, the Authority confers upon the Design Builders certain rights and responsibilities of designing and constructing the Projects described therein, for the design and construction periods as defined in the Design-Build Agreements (the “Pre-Construction Phase and Construction Phase”);

WHEREAS, the Authority will enter into an agreement with a selected proposer for the roadside tolling infrastructure and the this infrastructure will be incorporated into the Projects;

WHEREAS, the Authority has conferred upon ALDOT certain responsibilities to administer the agreements referenced herein on behalf of the Authority;

WHEREAS, because the Projects will impact City facilities, coordination between the Parties during the Pre-Construction and Construction Phases of the Design-Build Agreements is important to provide an efficient and orderly process for the financing, developing, designing, acquiring, constructing, using, tolling, operating, and maintaining of the completed I-10 Mobile River Bridge and Bayway Facility (the “Facility”); and

WHEREAS, in entering into this Cooperative Agreement the intent of the Parties is to establish certain opportunities for cooperation and coordination and to set forth certain responsibilities of the Parties, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by ALDOT and the City as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. **Definitions.** For all purposes of this Cooperative Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning assigned in the Design-Build Agreements.

3. **Term.** This Cooperative Agreement shall be effective as of the date first set forth above and shall continue until both Projects reach completion of the Construction Phase.

4. **General Agreement to Cooperate.** The Parties agree to mutually cooperate in order to help ensure that the Projects are successfully completed, operated, and maintained with minimum impact to both Parties, the Design-Builder and the public.

5. **Obligations of the City.**

5.1 The City shall timely process permits, if any, and any subsequently required amendments thereto, for the Design-Builders regarding the Design Builders' work on either of the Projects within the City's jurisdiction. Such permits or amendments thereto shall be processed in no more than ten (10) working days after a completed permit application is properly submitted in accordance with standard City requirements. The City shall not knowingly issue any permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Projects, without first coordinating the same with the Design-Builders and ALDOT.

5.2 The City shall waive any and all charges and fees related to permit issuance, plan review, and inspections for the Projects.

5.3 The City shall have appropriate representatives regularly attend meetings of the Design-Builders' task forces including, but not limited to, those formed for public information, traffic management and detours; local street construction; and related construction work impacting the City and City facilities and shall provide input at such meetings related to work on the Projects in the City.

5.4 During the Construction Phases, the City shall accommodate temporary closure of city streets on City right-of-way, as well as temporary or permanent closures of City streets on ALDOT right-of-way. An agreement will be obtained for temporary detours and lane closures within City right-of-way in accordance with Item 5.7 below. In accordance with item 5.3 above, the City and the City of Mobile Police Department shall be invited to attend monthly stakeholder meetings to discuss upcoming project activities and review the Projects' maintenance of traffic plans, including lane closures and subsequent detour plans.

5.5 During the Pre-Construction Phases and Construction Phases, ALDOT has delegated certain utility relocation responsibilities to the Design-Builders. The Design-Builders will negotiate with the City to relocate City owned utilities that conflict with the new construction of the Projects and reimburse the City for allowable costs incurred during this relocation. Terms of any City utility relocation will be as agreed in such utility relocation agreement between the Design-Builders and the City. Upon acceptable completion of the utility relocation, the City shall resume maintenance of the same.

5.6 The City shall assist in the ALDOT-provided public outreach efforts to inform and educate the public on the Projects' impact, including items such as traffic detours, temporary and permanent road closures.

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8. **Dispute Resolution.** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract

which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

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employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

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[Signature page follows]

In WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the COOPERATIVE AGREEMENT is deemed to be effective on the date of the approval of the Governor of Alabama.

ATTEST:

CITY OF MOBILE

By: _____
(Affix Corporate Seal)

By: _____
William S. Stimpson
Mayor, City of Mobile

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.**

William F. Patty
Chief Counsel
Department of Transportation

RECOMMENDED FOR APPROVAL:

Joe H. Lister, P.E.
State Office Engineer

Edward N. Austin, P.E.
Chief Engineer

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF TRANSPORTATION

John R. Cooper
Transportation Director

The within and foregoing instrument is hereby approved on this _____ day of _____, 2025.

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Exhibit A

Aesthetic Guidelines

See attached.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 15, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. ALDOT resolution 04152025
2. City of Mobile MOA_Comparison of Feb 2025 and April 2025 drafts
3. City of Mobile Cooperative Agreement_2025-April-11

REVIEWERS:

Lana Gauthier

Lana Gauthier

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 the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile and the company listed below, for work as outlined in the Agreement attached herto and made a part hereof as set forth in full. A copy of said Agreement will be on file in the office of the City Clerk.

Name of company: Alabama Department of Transportation (ALDOT)

Project name: I-10 Mobile River Bridge and Bayway Project

Adopted:

City Clerk

**COOPERATIVE AGREEMENT
FOR
I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT
BETWEEN
ALABAMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOBILE**

This Cooperative Agreement (“Cooperative Agreement”) for the I-10 Mobile River Bridge Project and I-10 Bayway Project (the “Projects”) is made and entered into this ____ day of _____, 2025 by and between the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”), and the City of Mobile, an Alabama municipal corporation (the “City”). ALDOT and the City are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Alabama Toll Road, Bridge and Tunnel Authority (the “Authority”) and Kiewit Massman Traylor, a Joint Venture (“Bridge Design Builder”), have entered into a certain ~~Design-Build Agreement~~design-build agreement for the I-10 Mobile River Bridge Project dated as of June 26, 2024 (the “Bridge Design-Build Agreement”);

WHEREAS, the Authority ~~and Flatiron Constructors, Inc. and The Lane Construction Corporation, a Joint Venture d.b.a. Mobile Bayway Constructors (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”), have entered into a certain Design-Build Agreement for the I-10 Bayway Project dated as of [month DD, 202x], by and through ALDOT, is currently negotiating and will enter into a design-build agreement for the I-10 Bayway Project~~ (the “Bayway Design Build Agreement”, collectively with the Bridge Design Build Agreement, the “Design Build Agreements”) with Kiewit Massman Traylor, a Joint Venture (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”);

WHEREAS, in the Design Build Agreements, the Authority confers upon the Design Builders certain rights and responsibilities of designing and constructing the Projects described therein, for the design and construction periods as defined in the Design-Build Agreements (the “Pre-Construction Phase and Construction Phase”);

WHEREAS, the Authority will enter into an agreement with a selected proposer for the roadside tolling infrastructure and the this infrastructure will be incorporated into the Projects;

WHEREAS, the Authority has conferred upon ALDOT certain responsibilities to administer the agreements referenced herein on behalf of the Authority;

WHEREAS, because the Projects will impact City facilities, coordination between the Parties during the Pre-Construction and Construction Phases of the Design-Build Agreements is important to provide an efficient and orderly process for the financing, developing, designing, acquiring, constructing, using, tolling, operating, and maintaining of the completed I-10 Mobile River Bridge and Bayway Facility (the “Facility”); and

WHEREAS, in entering into this Cooperative Agreement the intent of the Parties is to establish certain opportunities for cooperation and coordination and to set forth certain responsibilities of the Parties, all as further set forth herein.

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

9. Blank.

10. Blank.

11. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

12. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

13. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

15. Third-Party Beneficiaries. The Design Builders are intended third-party beneficiaries of this Cooperative Agreement. Except for the Design Builders, there are no third-party beneficiaries to this Cooperative Agreement.

16. Immigration Clause. This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

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.

17. Indemnification. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Authority, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

18. Not an Agent of the State. By entering into this Agreement, the City is not an agent of the State, the Authority, ALDOT, its officers, employees, agents or assigns. The City is an independent entity from ALDOT and nothing in this Agreement creates an agency relationship between the parties.

[Signature page follows]

In WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the COOPERATIVE AGREEMENT is deemed to be effective on the date of the approval of the Governor of Alabama.

ATTEST:

CITY OF MOBILE

By: _____
(Affix Corporate Seal)

By: _____
William S. Stimpson
Mayor, City of Mobile

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.**

William F. Patty
Chief Counsel
Department of Transportation

RECOMMENDED FOR APPROVAL:

Joe H. Lister, P.E.
State Office Engineer

Edward N. Austin, P.E.
Chief Engineer

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF TRANSPORTATION

John R. Cooper
Transportation Director

The within and foregoing instrument is hereby approved on this _____ day of _____, 2025.

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Exhibit A

Aesthetic Guidelines

See attached.

**COOPERATIVE AGREEMENT
FOR
I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT
BETWEEN
ALABAMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF MOBILE**

This Cooperative Agreement (“Cooperative Agreement”) for the I-10 Mobile River Bridge Project and I-10 Bayway Project (the “Projects”) is made and entered into this ____ day of _____, 2025 by and between the State of Alabama, acting by and through the Alabama Department of Transportation (“ALDOT”), and the City of Mobile, an Alabama municipal corporation (the “City”). ALDOT and the City are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

RECITALS

WHEREAS, the Alabama Toll Road, Bridge and Tunnel Authority (the “Authority”) and Kiewit Massman Traylor, a Joint Venture (“Bridge Design Builder”), have entered into a certain design-build agreement for the I-10 Mobile River Bridge Project dated as of June 26, 2024 (the “Bridge Design-Build Agreement”);

WHEREAS, the Authority, by and through ALDOT, is currently negotiating and will enter into a design-build agreement for the I-10 Bayway Project (the “Bayway Design Build Agreement”, collectively with the Bridge Design Build Agreement, the “Design Build Agreements”) with Kiewit Massman Traylor, a Joint Venture (“Bayway Design Builder”, collectively with the Bridge Design Builder, the “Design Builders”);

WHEREAS, in the Design Build Agreements, the Authority confers upon the Design Builders certain rights and responsibilities of designing and constructing the Projects described therein, for the design and construction periods as defined in the Design-Build Agreements (the “Pre-Construction Phase and Construction Phase”);

WHEREAS, the Authority will enter into an agreement with a selected proposer for the roadside tolling infrastructure and the this infrastructure will be incorporated into the Projects;

WHEREAS, the Authority has conferred upon ALDOT certain responsibilities to administer the agreements referenced herein on behalf of the Authority;

WHEREAS, because the Projects will impact City facilities, coordination between the Parties during the Pre-Construction and Construction Phases of the Design-Build Agreements is important to provide an efficient and orderly process for the financing, developing, designing, acquiring, constructing, using, tolling, operating, and maintaining of the completed I-10 Mobile River Bridge and Bayway Facility (the “Facility”); and

WHEREAS, in entering into this Cooperative Agreement the intent of the Parties is to establish certain opportunities for cooperation and coordination and to set forth certain responsibilities of the Parties, all as further set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by ALDOT and the City as follows:

TERMS

1. **Incorporation of Recitals.** The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. **Definitions.** For all purposes of this Cooperative Agreement, except as otherwise expressly provided or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meaning assigned in the Design-Build Agreements.

3. **Term.** This Cooperative Agreement shall be effective as of the date first set forth above and shall continue until both Projects reach completion of the Construction Phase.

4. **General Agreement to Cooperate.** The Parties agree to mutually cooperate in order to help ensure that the Projects are successfully completed, operated, and maintained with minimum impact to both Parties, the Design-Builder and the public.

5. **Obligations of the City.**

5.1 The City shall timely process permits, if any, and any subsequently required amendments thereto, for the Design-Builders regarding the Design Builders' work on either of the Projects within the City's jurisdiction. Such permits or amendments thereto shall be processed in no more than ten (10) working days after a completed permit application is properly submitted in accordance with standard City requirements. The City shall not knowingly issue any permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Projects, without first coordinating the same with the Design-Builders and ALDOT.

5.2 The City shall waive any and all charges and fees related to permit issuance, plan review, and inspections for the Projects.

5.3 The City shall have appropriate representatives regularly attend meetings of the Design-Builders' task forces including, but not limited to, those formed for public information, traffic management and detours; local street construction; and related construction work impacting the City and City facilities and shall provide input at such meetings related to work on the Projects in the City.

5.4 During the Construction Phases, the City shall accommodate temporary closure of city streets on City right-of-way, as well as temporary or permanent closures of City streets on ALDOT right-of-way. An agreement will be obtained for temporary detours and lane closures within City right-of-way in accordance with Item 5.7 below. In accordance with item 5.3 above, the City and the City of Mobile Police Department shall be invited to attend monthly stakeholder meetings to discuss upcoming project activities and review the Projects' maintenance of traffic plans, including lane closures and subsequent detour plans.

5.5 During the Pre-Construction Phases and Construction Phases, ALDOT has delegated certain utility relocation responsibilities to the Design-Builders. The Design-Builders will negotiate with the City to relocate City owned utilities that conflict with the new construction of the Projects and reimburse the City for allowable costs incurred during this relocation. Terms of any City utility relocation will be as agreed in such utility relocation agreement between the Design-Builders and the City. Upon acceptable completion of the utility relocation, the City shall resume maintenance of the same.

5.6 The City shall assist in the ALDOT-provided public outreach efforts to inform and educate the public on the Projects' impact, including items such as traffic detours, temporary and permanent road closures.

5.7 The City shall timely, so as not to in any manner delay the Projects, execute any necessary agreements or amendments to agreements with ALDOT, including, but not limited to, freeway and maintenance agreements, related to the work on the Projects or any facilities related to either of the Projects within the City's jurisdiction.

5.8 During the Construction Phases, the Design-Builders will be responsible for operation and maintenance of traffic signals and roadway lighting within the limits of the Projects. ALDOT and the City will enter into an arrangement after the Construction Phases are complete for certain operation and maintenance elements of the Facility within the limits of the City, including, if and when appropriate, an agreement for the operation and/or maintenance of traffic signals, roadway lighting, and bridge aesthetic lighting.

5.9 The City shall not encroach or allow any encroachment upon the Projects or impede construction of the Projects without first coordinating the same with the Design-Builders and ALDOT. After completion of the Construction Phases, the City shall not encroach or allow any encroachment upon the Facility.

5.10 During the Construction Phases of the Projects, the City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Projects or construction of the Projects.

5.11 The City shall make its best efforts to perform all obligations of the City related to the Projects in such a manner as to allow the Projects to progress as scheduled.

5.12 Upon completion of the Projects, the City agrees to perform all maintenance on newly constructed, relocated, or improved roads, crossroads, service roads and sidewalks that are constructed as a part of the Projects within the jurisdiction of the City and that are not designated as State or Federal Highways.

5.13 Prior to the completion of the Construction Phases, ALDOT and the City will enter into an arrangement for the operation and maintenance of newly constructed or improved areas of landscaping, public facilities, and pedestrian access areas that are constructed as a part of the Projects and located within the jurisdiction of the City, including an agreement for the operation and maintenance of the belvedere elevator/stair tower and associated facilities. For reference, a copy of the Aesthetics & Landscaping Plan is included in the Aesthetic Guidelines, attached hereto as Exhibit A.

6. **Blank.**

7. **Blank.**

8. **Dispute Resolution.** In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract

which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

9. Blank.

10. Blank.

11. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

12. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

13. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

14. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

15. Third-Party Beneficiaries. The Design Builders are intended third-party beneficiaries of this Cooperative Agreement. Except for the Design Builders, there are no third-party beneficiaries to this Cooperative Agreement.

16. Immigration Clause. This item is included in this Agreement for compliance with the Beason-Hammond Alabama Taxpayer and Citizen Protection Act, specifically that provision codified at Section 31-13-9(k), Code of Alabama, 1975, as amended, which requires the following clause in all contracts or agreements to which the state, a political subdivision or state-funded entity is a Party:

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.

17. Indemnification. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the City shall indemnify, and hold harmless the State of Alabama, the Authority, the Alabama Department of Transportation, its officers, officials, agents, servants, and

employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the City, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the City pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the City its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or mis-expenditure of any source of funding, compensation or reimbursement by the City, its agents, servants, representatives or employees, or anyone for whose acts the City may be liable.

18. Not an Agent of the State. By entering into this Agreement, the City is not an agent of the State, the Authority, ALDOT, its officers, employees, agents or assigns. The City is an independent entity from ALDOT and nothing in this Agreement creates an agency relationship between the parties.

[Signature page follows]

In WITNESS WHEREOF, the Parties hereto have caused this COOPERATIVE AGREEMENT to be executed by those officers, officials and persons thereunto duly authorized, and the COOPERATIVE AGREEMENT is deemed to be effective on the date of the approval of the Governor of Alabama.

ATTEST:

CITY OF MOBILE

By: _____
(Affix Corporate Seal)

By: _____
William S. Stimpson
Mayor, City of Mobile

**THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT.**

William F. Patty
Chief Counsel
Department of Transportation

RECOMMENDED FOR APPROVAL:

Joe H. Lister, P.E.
State Office Engineer

Edward N. Austin, P.E.
Chief Engineer

STATE OF ALABAMA
acting by and through its
DEPARTMENT OF TRANSPORTATION

John R. Cooper
Transportation Director

The within and foregoing instrument is hereby approved on this _____ day of _____, 2025.

Kay Ivey
GOVERNOR, STATE OF ALABAMA

Exhibit A

Aesthetic Guidelines

See attached.

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Midrar Alkhatab to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Midrar Alkhatab for a Certificate of Public Convenience and Necessity to operate a taxicab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Midrar Alkhatab individually or on behalf of Ryde smart, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

MIDRAR ALKHATAB

Business Address

Telephone: _____

Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Residence Address: _____

Address _____

City _____

State _____

Zip code _____

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 26

Months: 3

U.S. Citizenship: Yes _____ No X

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Midraralkhah Title Driver Amount of Stock Held (if any) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Anytime

How many vehicles (carriages) do you intend to operate? currently just one vehicle.
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Chrysler Year: 2021 Model: Pacifica
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

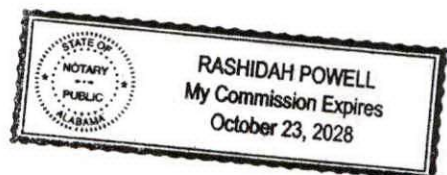
Applicant's Signature

NAME OF ENTITY:

By: Midrar alkhatab
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
3rd DAY OF April, 2025

Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Midrax alkhatab

Nickname(s) or Maiden Name: Alex

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-9"

Weight: 200 pounds

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

[Signature]
Signature

04-03-25
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Midrar alkhatab

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature [Signature]

04-03-25
Date Signed

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MIDRAR I ALKHATAB
3205 LLOYDS LANE APT G8
MOBILE, AL 36693

Date: 07-27-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MIDRAR I ALKHATAB

Search Completed Result

07-27-2023 E2023209000000058285

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod".

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2023209000000058285

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

WHEREAS, Graf Dairy, LLC and AltaPoint Health Systems, Inc., as the abutting property owners of the following described service road and right of way situated in the City of Mobile, have requested the Mobile City Council to assent to the vacation and closing by them as the abutting property owners of the service road and right of way hereinafter described;

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that Graf Dairy, LLC and AltaPoint Health Systems, Inc. own all of the property abutting along said service road and right of way, that the same is not needed as a public road in the City of Mobile, Alabama, that the vacation of same will not deprive any other property owners of such right as such property owners may have to convenient and reasonable ingress and egress to and from such other property, and that it would be to the best interest of the Mobile City Council to vacate the same;

WHEREAS, said abutting property owners have consented to this vacation;

NOW, THEREFORE, BE IT RESOLVED, by the Mobile City Council that its assent be, and it is hereby given to Graf Dairy, LLC and AltaPoint Health Systems, Inc., the abutting property owners, to the vacation and closing by them of the following described service road and right of way, more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

BE IT FURTHER RESOLVED, by the Mobile City Council, that its assent be and the same hereby is, given to vacate and annul the herein described service road and right of way located Mobile, Alabama, subject, however, to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Spire Gulf, Inc. to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of AT&T to operate and maintain its existing service line within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

DONE this _____ day of _____, 2020, at Mobile County, Alabama.

MOBILE CITY COUNCIL

By: _____
Its President

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

I, _____, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held on the _____ day of _____, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2020.

Mobile City Clerk

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD AND RIGHT OF WAY VACATION
LOCATED MOBILE, ALABAMA:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43"W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA

COUNTY OF MOBILE

**PETITION TO THE MOBILE CITY COUNCIL FOR ITS
ASSENT TO VACATION OF SERVICE ROAD RIGHT OF WAY
LOCATED AT SOUTHEAST CORNER OF SAGE AVENUE
AND DAUPHIN STREET
IN THE CITY OF MOBILE, ALABAMA**

Come now Graf Dairy, LLC and AltaPointe Health Systems, Inc., as signers of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petition the Mobile City Council to assent to the vacation and closing by such signers as the owners to the following described service road right of way situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioners submit herewith an executed copy of the Declaration of Vacation, and respectfully pray that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioners herein say and show that said property herein described is a right of way, that your Petitioners are the owners of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

GRAF DAIRY, LLC

By:

EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.

Don L. Robinson
NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By: _____

J. TUEK SCHLESINGER

Its CEO

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.

Jan Pendergast Bellamy
NOTARY PUBLIC

My Commission Expires: 2/5/23

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

STATE OF ALABAMA)

COUNTY OF MOBILE)

**DECLARATION OF VACATION OF
SERVICE ROAD RIGHT OF WAY LOCATED AT
SOUTHEAST CORNER OF SAGE AVE. AND DAUPHIN ST.
IN THE CITY OF MOBILE, ALABAMA**

WHEREAS, the undersigned, **Graf Dairy, LLC and AltaPointe Health Systems, Inc.**, are the owners of all of the land abutting the following described service road right of way located in the City of Mobile, Alabama;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said parties have requested the City of Mobile, Alabama to assent to the vacation and closing by them as the abutting property owners to said service road right of way located at the southeast corner of Sage Ave. and Dauphin St., in Mobile, Alabama; and

WHEREAS, the vacation of said service road right of way will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowners request that the said service road right of way which abuts their property be closed and vacated; and

WHEREAS, said parties as the abutting landowners consent to this vacation; and

WHEREAS, said right of way to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owners of the lands abutting said right of way, hereby declare said right of way to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. An easement is excepted from this vacation and is retained in favor of Mobile Gas Service Corporation to operate and maintain its existing service line within the easement.

3. An easement is excepted from this vacation and is retained in favor of Mobile Area Water & Sewer System (MAWSS) to operate and maintain its existing 15' sanitary sewer easement within the easement.

4. Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees/limbs which, in their sole opinion would interfere with said facilities, and the right to prohibit use of the land vacated in a manner which violates the National Electric Safety Code.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the ____ day of _____, 2020.

GRAF DAIRY, LLC

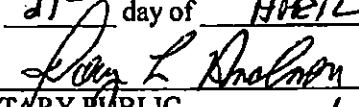
By: 

EMIL THOMAS GRAF, III
Its Manager

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that Emil Thomas Graf, III, whose name as Manager of Graf Dairy, LLC, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21ST day of APRIL, 2020.


NOTARY PUBLIC

My Commission Expires: 9/23/2020

ALTAPOINTE HEALTH SYSTEMS, INC.

By: _____

J. TUEK SCHLESINGER

Its _____

State of Alabama
County of Mobile

I, the undersigned Notary Public in and for said county in said state, hereby certify that J. Tuerk Schlesinger, whose name as CEO of AltaPointe Health Systems, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

Given under my hand and seal this the 5th day of May, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires: 2/5/23

EXHIBIT A

**LEGAL DESCRIPTION FOR SERVICE ROAD RIGHT OF WAY VACATION LOCATED
AT THE SOUTHEAST CORNER OF SAGE AVENUE AND DAUPHIN STREET:**

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY; THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT; THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE; THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY; THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

September 17, 2020

CITY CLERK'S OFFICE

MOBILE, AL

VIA HAND DELIVERY

TU, APR 1, PM2:04 RCVD

Mary Ann Merchant
City Clerk's Office
9th Floor – Government Plaza
Mobile, Alabama

Re: Graf Dairy, LLC Vacation

Dear Ms. Merchant:

I am enclosing copies of fully a executed Petition and Declaration for the vacation of an unopened right of way on the Graf Dairy property, located at the corner of Dauphin Street and Sage Avenue. The consents of all utility companies are also attached.

Further, I am enclosing a copy of a letter the Graf's attorney previously sent when we started the vacation process. It sets forth the acreage and assessed value. We would again request that the City not charge us for this vacation, since we dedicated this property in 2007 for a specific development which did not take place. Thus, the service road right of way was never opened.

Thank you for your assistance in processing this to the City Council, and please do not hesitate to contact me should you have any questions.

Sincerely,

BEN TOM ROBERTS

Email: btroberts@robertsbrotherscpm.com

Phone: (251) 342-8000

November 7, 2019

Burr-Forman LLP
Attn.: Douglas Anderson
RSA Tower Suite 22200
11 North Water St.
Mobile, Alabama 36602



Re: Vacation of service road right of way/ Graf Dairy Property Southeast corner of Sage Avenue and Dauphin Street.

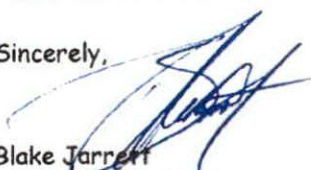
Dear Mr. Anderson,

Reference is made to your letter of November 6, 2019 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced parcels, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,


Blake Jarrett
Team Leader-Mobile
Corporate Real Estate

Enclosures



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

September 2, 2020

Douglas L. Anderson
Burr & Forman, LLC
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

**Re: Vacation of Service Road Right of Way/Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Vacation: 40 foot Right of Way which was platted for a service road pursuant to a PUD

Dear Mr. Anderson,

In response to Graf Dairy's letter dated November 6, 2019 relative to the above referenced vacation of the 40 foot right of way which was platted for a service road pursuant to a Planned Unit Development that was proposed at the time, which the owner now desires to vacate the subject right of way.

Please be advised that Spire Gulf, Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

A handwritten signature in black ink that reads "Jeff Wilcox". The signature is written in a cursive, flowing style.

Jeff Wilcox
Right of Way Area Manager, Alabama
Spire Alabama Inc.

TJF:LW
cc: Douglas L. Anderson



December 3, 2019

Mr. Douglas L. Anderson
Burr Forman, LLC
11 N Water Street
RSA Tower, Suite 22200
Mobile, Alabama 36602

RE: Request to Vacate Dauphin Street Service Road Right-of-Way/Graf Dairy
Property MB119 PG77, Section 19, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-of-way.

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

Mobile Area Water & Sewer System,

A handwritten signature in blue ink that reads "Daryl B. Russell". The signature is written in a cursive, flowing style.

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

.....

3248 Springhill Ave
Mobile, AL 36607
251-665-6606 Office
251-295-5334 Cell



August 19, 2020,

Douglas L. Anderson
11 North Water Street
Mobile, AL 36602

Mr. Anderson:

In response to your letter dated November 6, 2020 Concerning the vacation of Service Road Right of Way/ Graft Dairy Property Southeast Corner of Sage Avenue and Dauphin St. Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

August 19, 2020

Donnie Little
Construction Specialist II

Cc: Easements File

.....



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

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

August 24, 2020

Douglas Anderson
Burr Forman
11 North Water Street, Suite 22200
Mobile, Alabama 36602

Dear Mr. Anderson,

This letter is written in response to your letter of November 6, 2019 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of November 6, 2019. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

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

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

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

BURR • FORMAN LLP
results matter

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

July 10, 2020

VIA HAND DELIVERY

Mary Ann Merchant
City Clerk's Office
9th Floor - Government Plaza
Mobile, Alabama

**Re: Vacation of Service Road Right of Way / Graf Dairy Property
Southeast Corner of Sage Avenue and Dauphin Street**

Dear Mary Ann:

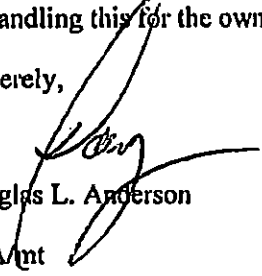
I represent Graf Dairy, LLC who, along with AltaPointe Health Systems, are the sole owners of the above referenced property. My client desires to vacate the Service Road Right of Way as shown on the enclosed Petition, Declaration and plat. Can you please pass this request on to the various City departments to get their approval?

The current assessment of the abutting property is as follows:

The abutting property is assessed at \$77,000 per acre, and the subject right of way is .33 of an acre, resulting in the assessed value of the right of way being \$25,410.00. However, this right of way has never really been owned by the City, but has been owned for decades by the Graf family. The subject right of way was required to be placed on a plat in 2007 for a proposed service road on a proposed development, but that development never took place.

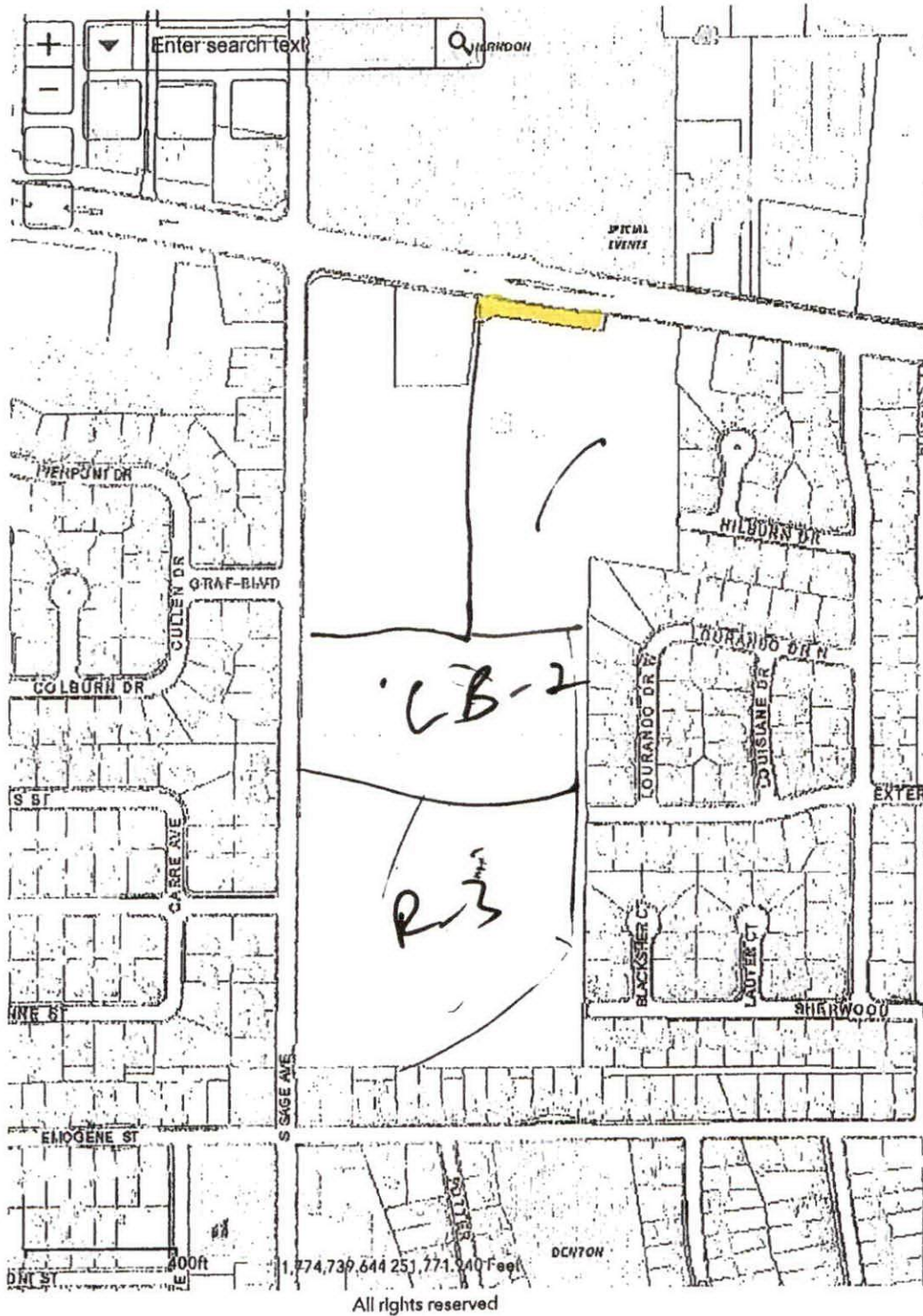
Thank you for your assistance in this matter. Of course, should you have any questions, or need any additional information, please do not hesitate to call me. BT Roberts of Roberts Brothers will be handling this for the owners going forward.

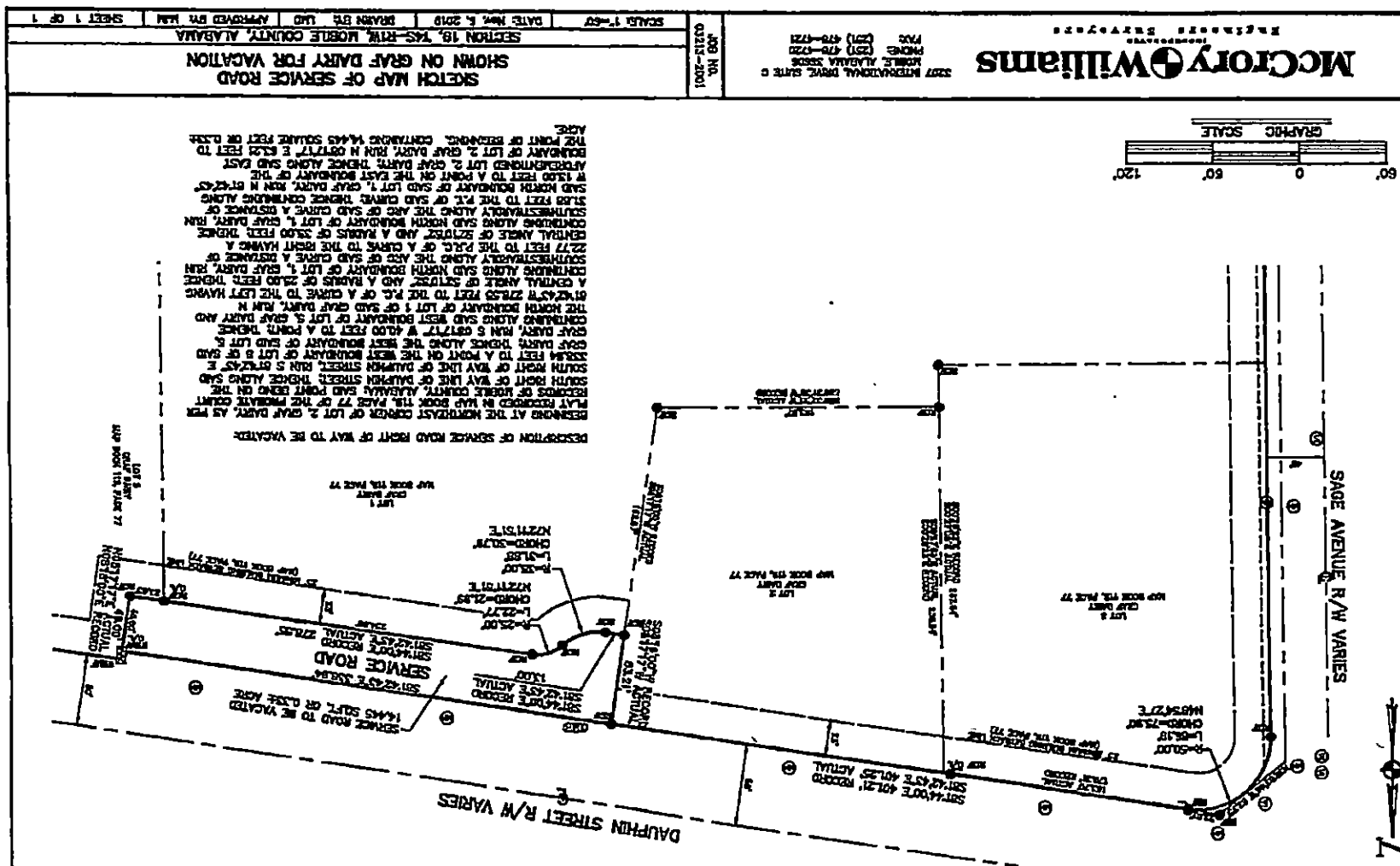
Sincerely,


Douglas L. Anderson

DLA/mt

City Of Mobile GIS / City of Mobile Home





DESCRIPTION OF SERVICE ROAD RIGHT OF WAY TO BE VACATED:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, THENCE ALONG SAID SOUTH RIGHT OF WAY LINE OF DAUPHIN STREET, RUN S 81°42'43" E 338.94 FEET TO A POINT ON THE WEST BOUNDARY OF LOT 5 OF SAID GRAF DAIRY, THENCE ALONG THE WEST BOUNDARY OF SAID LOT 5, GRAF DAIRY, RUN S 08°17'17" W 40.00 FEET TO A POINT, THENCE CONTINUING ALONG SAID WEST BOUNDARY OF LOT 5, GRAF DAIRY AND THE NORTH BOUNDARY OF LOT 1 OF SAID GRAF DAIRY, RUN N 81°42'43" W 278.55 FEET TO THE P.C. OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 25.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.77 FEET TO THE P.R.C. OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 52°10'52" AND A RADIUS OF 35.00 FEET, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF LOT 1, GRAF DAIRY, RUN SOUTHWESTWARDLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.88 FEET TO THE P.T. OF SAID CURVE, THENCE CONTINUING ALONG SAID NORTH BOUNDARY OF SAID LOT 1, GRAF DAIRY, RUN N 81°42'43" W 13.00 FEET TO A POINT ON THE EAST BOUNDARY OF THE AFOREMENTIONED LOT 2, GRAF DAIRY, THENCE ALONG SAID EAST BOUNDARY OF LOT 2, GRAF DAIRY, RUN N 08°17'17" E 63.21 FEET TO THE POINT OF BEGINNING, CONTAINING 14,445 SQUARE FEET OR 0.33± ACRE.

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION FEE
AS A CONDITION OF THE VACATION OF CITY
RIGHT-OF-WAY FOR PROPERTY LOCATED AT
THE CORNER OF DAUPHIN STREET AND SAGE AVENUE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution to consider a vacation fee as a condition of the vacation of City right-of-way for property located at the corner of Dauphin Street and Sage Avenue.

The adoption of such resolution will be considered by the Mobile City Council on the 29th day of May 20, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

RESOLUTION

Sponsored by: Councilmember Cory Penn

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located at the corner of Dauphin Street and Sage Avenue, as per Resolution _____ is hereby set at \$65,291.40.

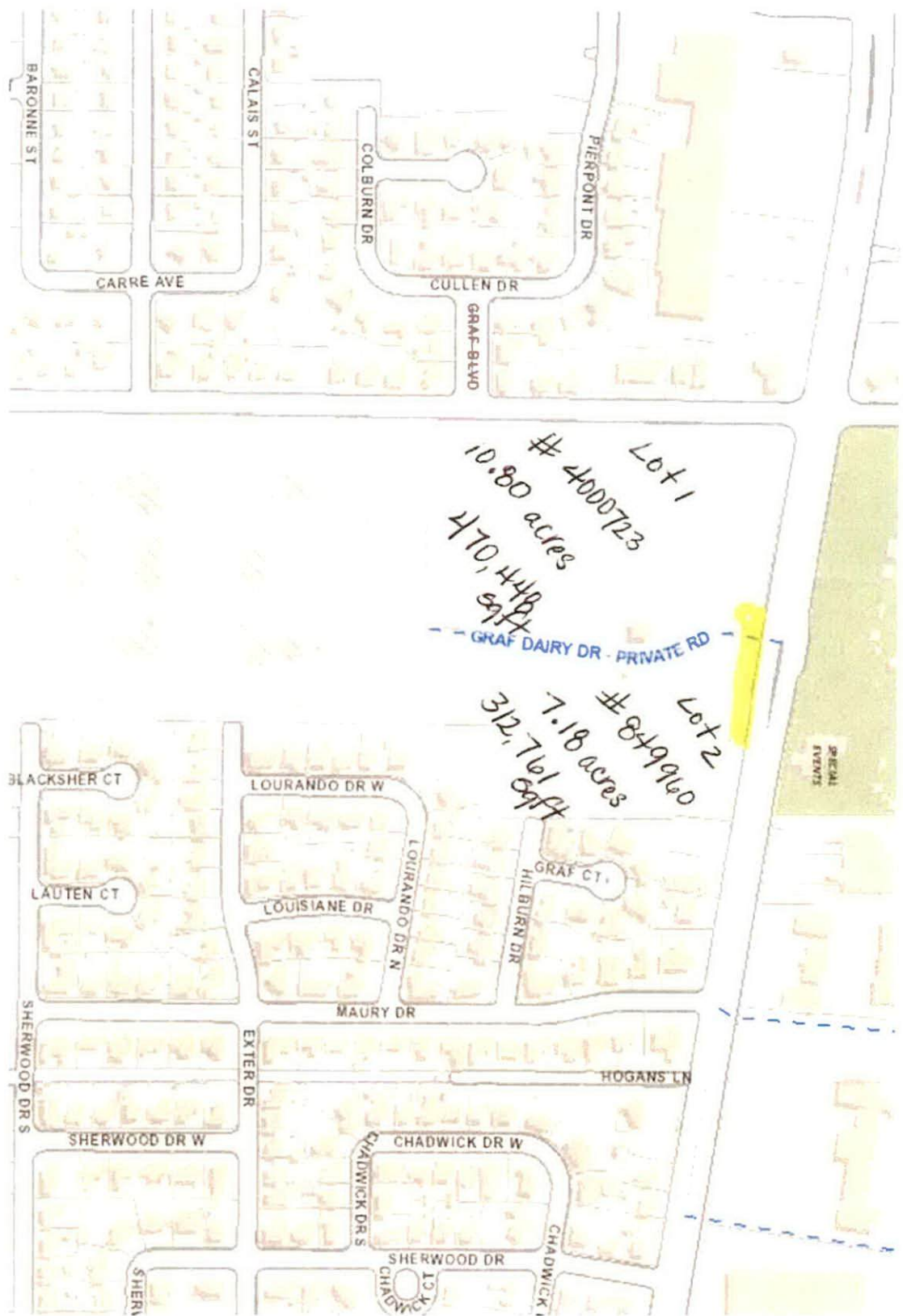
Adopted:

City Clerk

Dauphin/Sage Vacation

Adjoining Properties	Tax assessor Fair Unimproved Market Value 2023	Sq. Ft.	TAXABLE VALUE / SF
Lot 1, Key No. 4000723	\$ 2,819,100.00	470,448	\$5.99
Lot 2, Key No. 849960	\$ 949,300.00	312,761	\$3.04
Totals			\$9.03
Average			\$ 4.52

$\$4.52 / \text{SF AVERAGE} \times 14,445 \text{ SF TO BE VACATED} = \$65,291.40$ Real Estate Department Assessment.



Property Details

Account

Key Number: 4000723

Legal Description: LOT 1A GRAF DAIRY SUBDIVISION RESUBDIVISION OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER 2020015611

Parcel Number: 2908191001013002

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: ALTAPOINTE HEALTH SYSTEMS INC

Mailing Address: 5750A SOUTHLAND DR

MOBILE , AL 36693-3316

Exemptions: OTH - OTHER EXEMPTION. COMPLETELY EXEMPT
For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$0

Land Value: \$2,819,100

Appraised Value: \$2,819,100

Taxable Value: \$2,819,100

Assessed Value: \$563,820

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	CITY	7.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$0	\$0.00
14	STATE	6.500000	\$0	\$0.00
14	COUNTY	20.500000	\$0	\$0.00
14	DIST SCHOOL	15.500000	\$0	\$0.00
14	FOREST	0.000000	\$0	\$0.00

Total Millage Rate: 63.500000

Property Details

Account

Key Number: 849960

Legal Description: LOTS 1 THROUGH 5 GRAF DAIRY MBK 119 PG 77 LESS & EXCEPT LOT 1A
GRAF DAIRY RESUB OF LOTS 1,2,3 & 5 UNIT ONE INSTRUMENT NUMBER
2020015611 ALSO LESS & EXCEPT LOT 1 SRV KO SUBDIVISION UNIT ONE
INSTRUMENT NUMBER 2023000630

Parcel Number: 2908191001013XXX

Type: Real

Property Class: 2

Location

Address: DAUPHIN ST MOBILE, AL 36606

Owner

Name: GRAF DAIRY LLC

Mailing Address: 1 MOULTON PLACE

MOBILE , AL 36608-5869

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$152,600

Land Value: \$949,300

Appraised Value: \$1,101,900

Taxable Value: \$1,101,900

Assessed Value: \$220,380

VALUES DISPLAYED ARE 2024 VALUES.

Property record and appraisal information are for appraisal use only and should not be used for any legal purpose or conveyance. Please contact Mobile County Revenue Commission to verify all information for accuracy.

Property Taxing Jurisdiction

Entity	Description	Millage Rate	Taxable Value	Total Estimated Tax With Exemptions
14	COUNTY	20.500000	\$220,380	\$4,517.79
14	STATE	6.500000	\$220,380	\$1,432.47
14	CITY	7.000000	\$220,380	\$1,542.66
14	FOREST	0.000000	\$0	\$0.00
14	SCHOOL	14.000000	\$220,380	\$3,085.32
14	DIST SCHOOL	15.500000	\$220,380	\$3,415.89

Total Millage Rate: 63.500000