



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Wednesday, March 5, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Patricia Evans, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 18, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Lawrence Battiste for a waiver of the Noise Ordinance at 606 Saint Francis Street on April 18, 2025, from 7:00 a.m. - 12:00 p.m. (District 2).

Request of Ethan Hubbell for a waiver of the Noise Ordinance at 2301 Airport Boulevard on April 18, 2025, from 6:00 p.m. - 10:00 p.m. (District 5).

Request of Deana Landry for a waiver of the noise ordinance at Langan Park on March 29, 2025, from 8:00 a.m. - 4:00 p.m. (District 7).

Request of Barbara Davis for a waiver of the Noise Ordinance at Langan Park on April 19, 2025, from 11:00 a.m. - 5:00 p.m. (District 7).

11. PUBLIC HEARINGS

Public hearing to fix costs for demolition of the structure at 1622 Duval Street; \$3,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 2203 Height Street; \$7,700.00 (District 2).

Public hearing to fix costs for demolition of the structure at 2079 Victory Drive, W.; \$4,100.00 (District 3).

Public hearing to consider vacation of a City right-of-way located on the west side of Knollwood Drive just north of Medical Park Drive

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Lissa Washington - the need for more sidewalks, better lighting on streets and curbs.

Rasheed Shuford - the need for more sidewalks in the city.

Kate Carver - request Crichton Fire Station be renamed to the Trenier Fire Station.

Charlie McCants - provide information about Gulf Coast Gladiators and The South Region Black Division Championship.

John Young - request to ban suggestive dancing in Mardi Gras parades.

Andrea Davis - propose the vessel SS United States be placed adjacent to GulfQuest and used as a hotel and museum.

Dr. Raymon Maguire - request funding for a bike park.

Dale Boyd - request funding for a bike park.

Reggie Hill - continue petition from last week (emphases on COM Legal Dept.) and zoning (review of the UDC & various boards).

Courtney Jackson - need for more sidewalks in the city.

13. ORDINANCES HELD OVER

64-001 Consider rezoning property located at 5301 Moffett Road from B-2 to B-3 (sponsored by Councilmember Gregory).

14. RESOLUTIONS HELD OVER

01-411 Authorize Agreement with the Alabama State Port Authority, the State of Alabama and One Water, LLC for the sale of certain real property (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-413 Approve purchase order to Krueger International, Inc. for mechanical assist shelving for MPD; \$148,911.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-414 Approve purchase order to Magnet Forensics USA, Inc. for annual renewal of forensic software for Gulf Coast Technology Center; \$57,110.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-415 Approve purchase order to SHI International Corp. for digital flash storage for MIT; \$76,471.72 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-417 Appropriate funds in the Municipal Government Capital Improvement Fund to various capital projects; \$1,350,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-418 Allocate funds in the Municipal Storm Water Fees Capital Project to various Storm Water Management Projects; \$2,632,000.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

09-419 Transfer funds from Capital Project Baumhauer-Randall Park to the Capital Project Boys & Girls Club for design of site and facility improvements at the

Parkway Community Center Project; \$226,150.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

13-420 Authorize Change Order with Chris Brewer Contracting, Inc. for city-wide small asphalt repairs; increase \$750,000.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering & Infrastructure).

31-421 Authorize the Mayor to accept subaward agreement between City of Mobile and the State of Alabama Department of Conservation and Natural Resources; \$2,096,981.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Project Mgmt.).

37-422 Consider the application of Cynthia Crenshaw for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-423 Consider the application of Carlos Dixon for a Certificate of Public Convenience and Necessity to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-424 Consider the application of Angel Williams for a Certificate of Public Convenience and Necessity to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

15. CONSENT RESOLUTIONS BEING INTRODUCED

09-426 Transfer funds from District 7 Discretionary Account to City of Mobile Treasury Department to assist with Mobile Terrace Parade; \$1,465.00 (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

40-427 Fix costs for demolition of the structure at 1622 Duval Street (sponsored by Councilmember Carroll).

40-428 Fix costs for demolition of the structure at 2203 Height Street (sponsored by Councilmember Small).

40-429 Fix costs for demolition of the structure at 2079 Victory Drive, W. (sponsored by Councilmember Small).

60-430 Rename Crichton Fire Station to "Alexander G. Trenier Fire Station" (sponsored by Councilmembers Penn, Carrol, Small, Reynolds, Daves, Woods, &

Gregory, and Mayor Stimpson) (submitted by Paul Carbo, City Council Attorney).

60-431 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

60-432 Determine an appropriation to The Village of Springhill serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-433 Determine an appropriation to Mobile County Public School System serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-434 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-435 Determine an appropriation to JagGirls serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-436 Determine an appropriation to The Village of Springhill, Inc. serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

16. CIP RESOLUTIONS INTRODUCED

09-437 Transfer funds from CIP fund 2024 CW Sidewalk Repair & Maintenance to Grant Fund to be used as grant match for Village of Springhill; \$23,500.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

17. RESOLUTIONS BEING INTRODUCED

01-438 Authorize Agreement with Alabama Department of Transportation for I-10 Mobile River Bridge and Bayway Project (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering and Infrastructure).

01-439 Authorize intergovernmental Agreement with Mobile County Commission for the Mobile Arena Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-440 Authorize Agreement with Waylon's Wildlife Services, LLC for nuisance beaver control; NTE \$13,100.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-441 Authorize amendment to Agreement GRW Engineers, Inc. for the Mobile Area Storm Water Mapping & Resiliency Planning Project; \$484,830.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Program & Projects Mgmt.).

08-442 Approve purchase order to Canon USA, Inc. for digital scanning for Municipal Archives; \$116,312.00 (sponsored by Mayor Stimpson) (submitted John Paine, Purchasing Dept.).

08-443 Approve purchase order to Tactical Electronics & Military Supply, LLC for under-door cameras and video scope for MPD; \$74,950.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-444 Allocate funds to recipients designated in the HELIOS Allocation Report; \$2,201,643.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-445 Authorize contract with Thompson Engineering, Inc. for City-Wide Bridge Inspection; \$339,320.00 (sponsored by Councilmembers Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

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).

18. CALL FOR PUBLIC HEARINGS

41-447 Call for public hearing to consider rezoning property located at 3300 Knollwood Drive from R-1 and B-1 to R-3 (scheduled for April 8, 2025) (District 6).

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: Lawrence L. Battiste

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251.689.1822

Organization (if applicable) Alpha Phi Alpha Fraternity Inc.

Mailing Address of Applicant 2870 Rebecca Drive West

Telephone No. 251.689.1822 E-mail address lbattiste02@gmail.com

Location or address of event where amplification will be used:

606 Saint Francis Street

Date of Event: April 18, 2025 Starting Time: 0700 ^{7am} Ending Time 1200 ^{12:00 pm}

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

Type of Event: Block 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) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2025 FEB 26 PM 4:33
OFFICE OF THE CITY CLERK



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 a.m. 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: Ethan Hubbell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 225-955-8032

Organization (if applicable) _____

Mailing Address of Applicant 10280 Hunters Ridge Dr, Mobile

Telephone No. 225-955-8032 E-mail address 3thanmotionless@gmail.com

Location or address of event where amplification will be used:

Mobile Skate Plaza, 2301 Airport Blvd.

Date of Event: April 18th, 2025 Starting Time: 6PM Ending Time 10 pm

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

Type of Event: Free Music Concert

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

CITY CLERK'S OFFICE

MOBILE, AL

TU, FEB 25, AM 11:44 RCU



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: Deana Landry
PLEASE PRINT ALL INFORMATION

Home Phone Number: 228-669-4041 Cell Number: Same

Organization (if applicable) Deep South Region AACA

Mailing Address of Applicant P.O. Box 91581, Mobile, AL 36691

Telephone No. _____ E-mail address deepsouthregion.aaca@gmail.com

Location or address of event where amplification will be used:

Langan Park

Date of Event: 03/29/2015 Starting Time: 8:00 am Ending Time: 4:00 pm

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

Type of Event: Antique Car Show

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

CITY CLERK'S OFFICE

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

MOBILE, AL
TH, FEB 27, PM 2:58 RCU

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: Barbara D. Davis

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-421-1116

Organization (if applicable) Metro Mobile National Pan-Hellenic Council

Mailing Address of Applicant 562 Surrey St Mobile, AL 36617

Telephone No. 251-421-1116 E-mail address barbaradavis0916@gmail.com

Location or address of event where amplification will be used:

Municipal Langan Park

Date of Event: April 19, 2025 Starting Time: 11am Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Sorority & Fraternity Family 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
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

TH, FEB 27, PM 12:29 RCV



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Mon 2/24/2025 11:24 AM

To City Clerk <cityclerk@cityofmobile.org>

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: ~~Lissa Washington, R. Micheal Dotch, Rasheed Shuford, Courtney Jackson~~

Date To Address Council: 2025-03-05

Address: 4001 Shevlin Lane

Email: omoshade1@aol.com

Phone: 4243258045

Subject And Specific Questions: The need for more sidewalks, better lighting on streets and curbs.

Pertain To City Business: This pertains to the city because it regards to the safety of community members.

Signature: Lissa Washington, R. Micheal Dotch, Rasheed Shuford, Courtney Jackson

Signature Verify: X

Agree: X

Date Submitted: 2025-02-24 11:24:36

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, February 27, 2025 11:20:05 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Thursday, February 27, 2025 11:18 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: Rasheed Shuford
Date To Address Council: 2025-03-05
Address: 4001 Shevlin Lane
Email: rjkshuford@gmail.com
Phone: 2515255455
Subject And Specific Questions: safer community: the need for sidewalks so that pedestrians can walk the city safely.
Pertain To City Business: this pertains to city business because it addresses the safety of the city's civilians
Signature: Rasheed Shuford
Signature Verify: X
Agree: X
Date Submitted: 2025-02-27 11:18:06

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



Outlook

CityofMobile.org: Addressing City Council Submission

From cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Date Mon 2/24/2025 10:14 AM

To City Clerk <cityclerk@cityofmobile.org>

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: Kate Carver - Dumas Wesley Community Center

Date To Address Council: 2025-03-11

Address: 126 Mobile St

Email: kcarver@dumaswesley.org

Phone: 251-479-0649

Subject And Specific Questions: On behalf of the Crichton community, the Dumas Wesley Community Center respectfully proposes renaming the Crichton Fire Station to the Trenier Fire Station in honor of the late Chief Alex Trenier. Chief Trenier was a dedicated and selfless servant leader whose steadfast commitment to both his community and his profession left a lasting impact. His passion for service and his deep connections to the people he served were evident in everything he did. By renaming the station, we aim to honor his memory and celebrate the values of dedication, compassion, and service that Chief Trenier embodied throughout his life.

Pertain To City Business: Renaming of the Crichton Fire Station

Signature: Kate Carver

Signature Verify: X

Agree: X

Date Submitted: 2025-02-24 10:14:03

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

Gauthier, Lana

From: City Clerk
Sent: Wednesday, February 26, 2025 8:06 AM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, February 25, 2025 5:27 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: Charlie McCants
Date To Address Council: 2025-03-04
Address: 3688B AIRPORT BLVD. STE. 282
Email: support@gulfcoastgladiators.com
Phone: 2282970197
Subject And Specific Questions: TWO EVENTS COMING TO MOBILE (How these events can impact the city)
Pertain To City Business: CREATING REVENUE FOR THE CITY OF MOBILE. The 18 - 1 Gulf Coast Gladiators of the ABA (American Basketball Association) will be hosting The South Region Black Division Championship (March 8 & 9) and the South Region Championship (March 15 & 16).
Signature: CHARLIE L MCCANTS
Signature Verify: X
Agree: X
Date Submitted: 2025-02-25 17:27:40

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

Gauthier, Lana

From: City Clerk
Sent: Wednesday, February 26, 2025 8:06 AM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Tuesday, February 25, 2025 5:33 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: John C Young
Date To Address Council: 2025-03-11
Address: 4261 Sulin Ct
Email: jyhere2stay@yahoo.com
Phone: 2515134179
Subject And Specific Questions: Banning sexually suggestive dancing in Mardi Gras parades, especially minors.
Pertain To City Business: It is city government's duty to keep indecent behavior out of public view
Signature: John C Young
Signature Verify: X
Agree: X
Date Submitted: 2025-02-25 17:33:58

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

Gauthier, Lana

From: City Clerk
Sent: Wednesday, February 26, 2025 8:31 AM
To: Gauthier, Lana
Subject: Fw: CityofMobile.org: Addressing City Council Submission

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, February 26, 2025 8:14 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: Andrea Davis
Date To Address Council: 2025-03-06
Address: 902 Camellia Ct Daphne
Email: adavis32504@gmail.com
Phone: 2514546236

Subject And Specific Questions: Purchase, preservation, and utilization of the historic luxury ocean liner vessel SS United States from Okaloosa Co. prior to dismantling and scuttling for artificial reef purposes. Propose it to be used as a hotel & museum similar to Queen Mary in California adjacent to the National Maritime Museum. Can be utilized for Film Industry, Tourism, Hotel, Wedding and Special event venue, cruise terminal functions, and storm shelter. This vessel broke many records some which have yet to be broken and incorporated resources from every state. She is the last surviving US built ocean liner.

Pertain To City Business: Potential revenue for the city and surrounding community to bring new jobs to the area and boost tourism.

Signature: Andrea Davis

Signature Verify: X

Agree: X

Date Submitted: 2025-02-26 08:14:37

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, February 27, 2025 8:05:42 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, February 26, 2025 5:17 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: Dr. Raymon Maguire, MD
Date To Address Council: 2025-03-05
Address: 52 N Monterey St
Email: maguire6@hotmail.com
Phone: 919-357-2882

Subject And Specific Questions: City Bike Park (pump track) funding.

Pertain To City Business: We've been working with Shonda Smith for the last 3 years to bring a bike park to the City of Mobile. Like pickle ball courts, a bike park is environmentally sensitive and promotes healthy lifestyles. South Alabama Mountain Bike Association "SAMBA is a 501(c)(3) non-profit organization whose purpose is to represent the off-road cycling communities in southern Alabama. We build and maintain quality local trails that are environmentally sensitive and promote healthy lifestyles..."

Signature: Raymond Maguire

Signature Verify: X

Agree: X

Date Submitted: 2025-02-26 17:17:23

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, February 27, 2025 8:05:47 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, February 26, 2025 5:21 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: Dale Boyd
Date To Address Council: 2025-03-05
Address: 2616 Antebellum Dr Mobile, AL. 36695
Email: dale.boyd05@gmail.com
Phone: 937-545-3261
Subject And Specific Questions: City Bike Park (pump track) funding
Pertain To City Business: We've been working with Shonda Smith for the last 3 years to bring a bike park to the City of Mobile. Like pickle ball courts, a bike park is environmentally sensitive and promotes healthy lifestyles. South Alabama Mountain Bike Association "SAMBA is a 501(c)(3) non-profit organization whose purpose is to represent the off-road cycling communities in southern Alabama. We build and maintain quality local trails that are environmentally sensitive and promote healthy lifestyles..."
Signature: Dale Boyd
Signature Verify: X
Agree: X
Date Submitted: 2025-02-26 17:21:55

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 3/5 Agenda
Date: Thursday, February 27, 2025 1:50:54 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 you are doing well. This is a formal request to be added to the upcoming Agenda. I shall address the following:

- * Continue Petition from last week, with additional emphasis on the City of Mobile Legal Department (creating an Ordinance which requires Legislative Body approval for retaining 3rd party Law Firms and what said responsibility entails);
- * Zoning matters, review of the UDC and various Boards which determine land related matters (i.e. Planning Commission, Board of Zoning Adjustment, Architectural Review Board).

Thank you for your attention to this matter. See you all on Wednesday!

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



From: cityofmobile@forms.dwdgo.net
To: [City Clerk](#)
Subject: CityofMobile.org: Addressing City Council Submission
Date: Thursday, February 27, 2025 1:38:24 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.

Name: Courtney Jackson

Date To Address Council: 2025-03-05

Address: 6700 Cottage Hill Rd

Email: courtney.jackson@accenture.com

Phone: 3106194357

Subject And Specific Questions: community safety: the need for more sidewalks so that the community members can walk the city safely

Pertain To City Business: this pertains directly to city business as it addresses the safety needs of its civilians.

Signature: Courtney Jackson

Signature Verify: X

Agree: X

Date Submitted: 2025-02-27 13:38:19

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Agreement for purposes of facilitating the sale and development of the land commencing at a point on the North right-of-way line of Government Street and the West line of vacated Commerce Street.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Agreement(ASPA, AL, One Water)2.25.25
2. One Water, LLC 2.25.2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

THIS INSTRUMENT PREPARED BY:

FINAL – FOR EXECUTION

T. Bruce McGowin, Esq.
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
(251) 432-5511

STATE OF ALABAMA
COUNTY OF MOBILE

AGREEMENT

THIS **AGREEMENT** (“**Agreement**”), is made and entered into the ____ day of _____, 2025, the (“**Effective Date**”) by and between the **ALABAMA STATE PORT AUTHORITY**, an agency of the State of Alabama, and its successors and assigns (collectively, “**ASPA**”), **THE STATE OF ALABAMA**, and its successors and assigns (collectively, the “**State**”) and **ONE WATER, LLC**, an Alabama limited liability company, and its successors and assigns (collectively, “**One Water**”, and, collectively with ASPA and the State, the “**Parties**” and each a “**Party**”).

RECITALS:

WHEREAS, the Alabama State Docks Department, as predecessor state agency to ASPA, by Statutory Warranty Deed dated October 31, 1990, as recorded in Real Property Book 3704, Page 485 (the “**ASPA Deed**”), the State by Conveyance of Submerged Lands dated October 31, 1990, as recorded in Real Property Book 3704, Page 490 and the State by Patent dated January 23, 2025, as recorded at Instrument 2025004855 (the “**Patent**”) (collectively, the “**Deeds**”), did each grant certain lands as more particularly described therein to the City of Mobile, Alabama (“**City**”), including both upland and submerged lands (collectively, “the **Land**”); which Land is described on Exhibit A hereto; and

WHEREAS, the City and One Water have entered into an Agreement for Purchase and Sale for the purchase, sale and development of the Land by One Water (and, as amended, the “**PSA**”); and

WHEREAS, the Deeds contain a provision that requires, prior to any transfer of the Land by the City, that City first offer the land to the ASPA and the State for purchase (“**Purchase Option**”); and

WHEREAS, ASPA and the State are willing to waive their respective Purchase Option on the Land as it relates to One Water solely upon the terms and conditions stated in this Agreement; and

WHEREAS, the Deeds also contain a twenty foot (20') wide easement ("**Dock No. 2 Easement**") benefitting ASPA and the State along the northern property line of the Land for maintenance of ASPA's Dock No. 2 as described or depicted upon Exhibit A thereto ("**Dock No. 2**"), and the ASPA Deed also contains an easement for ASPA's rail corridor along the West line of the Land ("**Rail Easement**"), which Rail Easement shall remain in full force and effect according to its terms, notwithstanding the execution of this Agreement; and

WHEREAS, ASPA, State and One Water intend to amend and restate the existing Dock No. 2 Easement as provided hereinbelow; and

WHEREAS, by deed to be subsequently issued pursuant to the PSA by the City to One Water, the City may, by deed, grant, bargain and sell the Land to One Water ("**City Deed**"); and

WHEREAS, ASPA and the State desire hereby to make certain other agreements with One Water that will result in amendments and changes to existing provisions in the Deeds and to provide additional agreements between the Parties.

NOW, THEREFORE, in consideration of the payment by One Water to ASPA and the State of the sum of TEN AND NO/100 DOLLARS (\$10.00) on the Effective Date hereof, and other good and valuable consideration to each of the Parties, ASPA, the State and One Water agree as follows:

W I T N E S S E T H :

ARTICLE I. RELEASE OF RIGHT OF FIRST REFUSAL

KNOW ALL MEN BY THESE PRESENTS that ASPA and the State (upon and subject to the conditions, covenants, easements, exceptions, limitations, reservations, restrictions, agreements, and other matters hereinafter contained or mentioned) hereby, to the extent of ASPA's and the State's respective interests, do REMISE, RELEASE, QUITCLAIM, AND CONVEY unto One Water all of ASPA's and the State's right, title, and interest in and to all rights of first refusal pertaining to the Land as set forth in the Deeds, including, without limitation, the Purchase Option; SUBJECT HOWEVER, to the conditions that (i) if the Land is not ultimately transferred to One Water by the City pursuant to the PSA or (ii) the Land shall, following delivery and recordation of the City Deed, thereafter revert to the City pursuant to the PSA or the City otherwise acquires title to the Land, then, in either event, ASPA and the State shall continue to retain all rights now existing under the Deeds to receive notice and have an opportunity to purchase the Land pursuant to the Purchase Option as more particularly set forth in the Deeds.

**ARTICLE II.
RESTATED DOCK NO. 2 EASEMENT**

1. The Dock No. 2 Easement set forth in the Deeds is hereby amended and restated to provide as follows:

- (1) There is hereby expressly reserved, and, for the avoidance of doubt, One Water does hereby GRANT, BARGAIN SELL and CONVEY unto ASPA, its successors and assigns, a perpetual easement for the purpose of placing, constructing, operating (including, without limitation, for use as an outfall for stormwater drainage in accordance with and as limited by Paragraph 2.1(d) below), repairing, maintaining, rebuilding, replacing, relocating and removing a dock facility on the ASPA's property lying immediately North of and adjoining the Land, over and across that certain strip or parcel described as follows:

A 20-foot easement described as follows: Commencing at a point on the North right of way line of Government Street and the West line of vacated Commerce Street as described in instrument recorded in Real Property Book 1930, Pages 196-209, Probate Court records, Mobile County, Alabama, thence run North 11° -04'-21" West (this bearing and all subsequent bearings refer to Alabama State Plane Coordinate System) along said West line 812.22 feet to the point of beginning of the easement herein described; thence continue North 11° -04'-21" West 20.03 feet to a point; thence North 81° -57'-01" East 455.17 feet to the point on the pierhead and bulkhead line along the West side of Mobile River as described in instrument recorded in Real Property Book 3330, Page 52-53, aforesaid Probate Court records; thence South 07°-48'-18" East along said pierhead and bulkhead line 20.00 feet; thence South 81° -37'-30" West 454.03 feet to the point of beginning.

2. ASPA's use of the above described Dock No. 2 Easement shall be subject to the following conditions:

2.1 Reasonable Use of Easements.

(a) The Dock No. 2 Easement hereinabove reserved by and granted to ASPA shall be used and enjoyed by ASPA in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business on the Land, including, without limitation, access to and from said business, and the receipt, delivery or shipment of supplies, materials, merchandise or products in connection therewith. ASPA acknowledges that the Dock No. 2 Easement area (the "**Easement Area**") shall be used by One Water and other owners, occupants licensees, permittees and invitees of the Land (collectively, the "**Users**") for vehicular and pedestrian access, ingress and egress to and from parts of

the Land and possibly also property to the south of the Land (the “**South Property**”). ASPA further acknowledges that said access over the Easement Area is critical to the operations on the Land and on the South Property. When accessing or performing any work within or using the Easement Area, ASPA shall therefore use its best efforts to keep at least one vehicle lane within the Easement Area open and unobstructed at all times to allow vehicular and pedestrian access through the Easement Area at all times.

(b) Except in the case of emergencies, ASPA shall give One Water written notice at least 10 business days prior to accessing the Easement Area for any purpose and shall include in such notice the purpose of the access, the starting date and time for such access and the estimated duration of the access. Once commenced, any maintenance, repair or other work done by or through ASPA within or using any part of the Easement Area shall be diligently prosecuted to completion, subject to reasonable delays caused by events of force majeure, so as to minimize any interference with the business and operations on the Land and South Property. ASPA shall with due diligence repair at its sole cost and expense any and all damage caused to the Easement Area by such access or work and restore the affected portion of the Easement Area to a condition which is equal or better than the condition which existed prior to the commencement of such access or work and using materials equal or better than the materials which existed prior to the commencement of such access or work. ASPA shall pay all costs and expenses associated with the performance of such access and work.

(c) Except for temporary use and temporary structures (such as scaffolding) as reasonably required for repairs or maintenance to Dock No. 2, which use shall be subject to the provisions of Article II, Section 2.1(b) hereinabove, ASPA shall not construct or erect any structures, buildings or other improvements within the Easement Area. ASPA shall not permit any construction or materialmen’s lien to be placed upon, or remain upon, the Easement Area due to any work performed by or through ASPA. If any construction or materialman’s lien is filed it must be bonded off or released within thirty (30) days after written notice to ASPA.

(d) The Parties acknowledge that stormwater is discharged from Dock No. 2 via a drainage system (“**Drainage System**”) onto the Easement Area through a 36 inch storm drain and a small pipe opening approximately twenty (20) feet to the East thereof, in the two (2) locations shown on the drawings attached hereto as Exhibit B (“**Discharge Locations**”), and agree that all stormwater from the Dock No. 2 facility discharged onto the Easement Area, except for surface runoff not collected by the Drainage System, shall be confined and limited to the Discharge Locations; provided, if necessary for the construction of improvements on the Land and/or operations on the Land, One Water may request, subject to ASPA’s prior written approval of all plans, specifications and materials therefor, which may be approved or disapproved in ASPA’s commercially reasonable discretion, to add piping or other extensions to said outfall discharge pipes (and no other portions of the Drainage System) at the Discharge Locations, or either of them, in order to

channel the stormwater discharged at the Discharge Locations to the Mobile River (or to a location nearer to the Mobile River) upon the following conditions: (i) such extension(s) are done entirely upon the Land and not upon Dock No. 2; (ii) such improvements, extensions and/or alterations do not impede or decrease the amount or rate of the stormwater discharge at the Discharge Locations as same is currently discharged; (iii) there is absolutely no interruption or impairment whatsoever of ASPA's ability to utilize its Dock No. 2 to berth vessels thereat; (iv) all such work performed on Dock No. 2 or on any other land or improvements owned by ASPA (as distinguished from work performed solely on the Land) shall be subject to such then customary port security, indemnity and insurance requirements imposed by ASPA upon any person performing similar work upon ASPA properties; (v) One Water shall, with due diligence, repair at its sole cost and expense any and all damage caused to Dock No. 2 by such work and restore the affected portion of Dock No. 2 to a condition which is equal to or better than the condition which existed prior to the commencement of such work and using materials equal to or better than the materials which existed prior to the commencement of work; (vi) all permits from the Alabama Department of Environmental Management together with any other required governmental permits are duly issued for such extension of the Discharge Locations; and (vii) all costs and expenses associated with such work shall be at One Water's sole expense.

2.2 No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Easement Area. No easements, except those expressly set forth in Paragraph 1 above, shall be implied by this Agreement.

2.3 Use by One Water. One Water reserves all rights to use the Dock No. 2 Easement Area for any purpose that does not prevent ASPA from using the Dock No. 2 Easement for the purposes set forth in Paragraph 1 above.

3. Indemnity and Insurance.

3.1 Indemnity. When accessing and/or performing any work or construction within the Easement Area or using the Dock No. 2 Easement, ASPA (and any contractor or other person or entity accessing the Easement Area and/or performing or causing such construction or work by or through ASPA) shall, to the extent permitted by law, defend, indemnify, and hold harmless One Water and all other owners and occupants of the Land (each an "**Indemnitee**") from and against all claims, actions, and proceedings brought against (and costs incurred in connection therewith, including reasonable attorneys' fees and costs of suit), and all damages, losses, and expenses suffered or incurred by, any Indemnitee, resulting from an accident, injury or loss or damage whatsoever occurring to any person or to the property of any person or entity during the performance of such work or construction and arising from and relating to such work or construction unless directly caused by the Indemnitee.

3.2 **Insurance.** Upon accessing or commencement of any construction or work by or through ASPA within the Easement Area or using the Dock No. 2 Easement (and thereafter throughout such access, work or construction), ASPA and its contractor(s) accessing the Easement Area and/or performing such construction or work shall keep in full force and effect commercial general liability insurance and, if necessary, commercial umbrella and/or excess insurance issued by one or more insurance carriers, insuring against liability for injury to or death of persons and loss of or damage to property occurring from events in, on and about the Easement Area, with coverage limits of at least Two Million and No/100 Dollars (\$2,000,000.00) combined single limits for bodily injury and property damage per occurrence and an aggregate limit for such insurance in the amount of at least Four Million and No/100 Dollars (\$4,000,000.00). Compliance with the insurance obligations hereunder may be effected by endorsement to any blanket policy of insurance. Such liability policy or policies shall name One Water as additional insured thereon. ASPA will deliver to One Water certificates for each policy of insurance it is required to maintain hereunder prior to accessing the Easement Area, except in the case of emergencies and, in such events, said certificates to be delivered as soon as reasonably possible. Such certificates shall contain an endorsement stating the insurance coverage cannot be terminated (or the stated amounts set forth above reduced) without at least thirty (30) days prior written notice to One Water.

ARTICLE III. DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Covenants (“**Restrictive Covenants**”) is made by One Water for the benefit of ASPA and imposes the following Restrictive Covenants upon use of the Land:

WHEREAS, the Mobile River channel adjacent to the Land possesses significant commercial, navigation and other uses and values of benefit to ASPA and to the people of the State of Alabama and the United States , including, without limitation, the docking and transit of vessels on the adjacent Mobile River and navigation thereupon; and

WHEREAS, the Parties desire to place and impose the Restrictions hereafter stated in furtherance of such benefits;

NOW THEREFORE, One Water hereby declares that the Land shall be held, transferred, conveyed, leased, occupied or otherwise disposed of and used subject to the following Restrictive Covenants, which shall run with the land and be binding on all successors and assigns, lessees, or other occupiers and users of the Land.

1. **Prohibitions & Restrictions (the “Restrictions”).**

- a. **East Construction Line; Waterfront.** One Water shall not construct or erect any buildings or structures further east than the eastern boundary line of the Land as described and depicted on Exhibit A (“**East Construction**

Line”); the area between the easternmost portion of any building or structure so constructed or erected on the Land and the East Construction Line is sometimes referred to herein as the “**Waterfront**”.

- b. **No Vessels Allowed.** No ships, boats, canoes, kayaks or other vessels shall be permitted to tie up, anchor or otherwise secure themselves to any permanent or temporary structure constructed by and/or owned, leased or used by One Water (“**One Water Structure**”) upon the Waterfront and One Water shall not provide any tie-ups, anchor points, anchor buoys, rings or other mooring facilities at, upon or about the One Water Structure.
- c. **Marking of Waterfront.** If any ship, boat or other vessel violates Section 1b above of this Article III, ASPA, the Alabama Law Enforcement Agency (including its Marine Police) and the City of Mobile Police Department shall each have the right, at such times and in such manner as each or all shall elect to install such markers, buoys or other devices to indicate that watercraft are prohibited from entering the Waterfront, provided such markers, buoys or other devices are placed no further West than five feet (5 ft.) West of the East Construction Line.
- d. **Waterfront Recreation.** Neither One Water, or any of its guests, invitees or any other persons or entity over which One Water has control, shall engage in any outdoor or recreational activities, including kayaking, boating, fishing, and similar recreation activities upon the Waterfront.
- e. **No Filling, etc.** There shall be no filling, flooding, excavating, mining or drilling; no removal of natural materials; no dumping of materials; and no alteration of the subsurface topography in any manner east of the East Construction Line.
- f. **Uses.** It is distinctly understood and agreed that One Water shall not use the Land and/or the Waterfront, or any part thereof, for any one or more of the following: (1) a commercial or industrial port or terminal facility, (2) a cargo or bulk handling or storage facility, or (3) any type of enterprise which would be competition, directly or indirectly, with the activities of ASPA, or its successors and assigns as they may exist from time to time.

2. **Amendment.** After recording, these Restrictive Covenants may only be amended by a recorded document signed by ASPA and One Water (or their respective successors and assigns). In recognition of the fact that these Restrictive Covenants are imposed solely for the benefit of ASPA, no consent or signature of the State or the City shall be required.

3. **Enforcement.** One Water grants to ASPA a discretionary right to enforce these Restrictive Covenants in a judicial action against any person(s) or other entity(ies) violating or attempting to violate these Restrictive Covenants. These enforcement rights are cumulative, in addition to, and shall not limit enforcement rights available under other provisions of law or equity, or under any permit or certification.

4. **Benefits and Burdens.** Every person who is an owner, lessee, grantee of any right therein or other persons or entity holding any interest or right in and to the Land and/or Waterfront does by reason of such agree to all the terms and provisions of these Restrictive Covenants and shall be entitled to its benefits and subject to its and their burdens.

ARTICLE IV. RELOCATION OF RAIL CROSSING

As stated above, the Rail Easement shall remain in full force and effect. However, the parties acknowledge that CSX Transportation, Inc. (“CSX”) currently uses and operates a railroad track over the Rail Easement area (the “**Rail Easement Area**”) pursuant to a separate easement over the Rail Easement Area currently held by CSX, and that One Water is currently in discussions with CSX to (i) relocate the existing vehicle rail crossing over the center of the Rail Easement Area to the northern part of the Rail Easement Area as shown on Exhibit C hereto (the “**Crossing Relocation**”), and (ii) construct a tunnel and/or other improvements over the remainder of the Rail Easement Area (collectively, the “**RR Improvements**”). If CSX consents and authorizes the Crossing Relocation, ASPA shall (and does hereby) consent to the Crossing Relocation. ASPA does not, however, hereby consent to the RR Improvements (including, without limitation, actual construction details, provisions for protection of the Dock No. 2 Easement, compliance with Federal, State and local governmental requirements, construction timelines, compensation for delays to rail traffic or any other matter relating to the RR Improvements), but ASPA will participate in and reasonably cooperate with discussions and efforts by One Water and CSX to agree upon (and if ASPA so elects, consent to) the RR Improvements.

ARTICLE V. MISCELLANEOUS

1. **RECITALS:** All the above Recitals are hereby acknowledged as true and correct by all Parties and are incorporated into this Agreement by reference.

2. **TERMINATION OF AGREEMENT.** Should the Closing (as defined in the PSA) not occur by the earlier of the date specified for such in the PSA (and recording of the City Deed shall be conclusive proof of the Closing having occurred) by the last date specified for such in the PSA or five (5) Calendar years from the Effective Date, this Agreement shall then and thereafter be null and void and no Party shall have any further rights or obligations hereunder (the

“Termination”). To evidence of record such Termination, but not as a condition or pre-requisite thereto (which Termination shall be self-operative without further act or deed), any one or more of APSA, One Water and/or the City may record an acknowledgment of Termination in the Office of the Judge of Probate of Mobile County, Alabama.

3. **NO WAIVER.** The failure of ASPA, the State and/or One Water to insist in any one or more instances upon the strict performance of the covenants of this Agreement shall not be construed as a waiver or relinquishment of such covenant, but the same shall continue and remain in full force and effect, and that no waiver by ASPA, the State and/or One Water of any provision hereof shall be deemed to have been made unless expressed in writing and signed by ASPA, the State and/or One Water, as applicable.

4. **ASSIGNMENT.** This Agreement and all rights hereunder are granted to One Water and any successor entity to which it may assign the PSA (the **“Initial Grantee”**) and any subsequent owner(s) of the Land after the Initial Grantee.

5. **NOTICES.** All notices or correspondence required or permitted to be given hereunder shall be in writing. Notices may be given in person, or may be sent by nationally recognized overnight courier, hand delivery, registered or certified mail (postage prepaid and return receipt requested), or electronic transmission with written confirmation to the party to be notified at the following addresses:

If to ASPA:

Alabama State Port Authority
Attn: Real Estate Division
250 North Water Street, Suite 330
Mobile, Alabama 36602
Fax: (251) 441-7216
Email: Travis.Black@alports.com

If to One Water:

One Water, LLC
Attn: Kathy Sherman
41 West I-65 Service Road North, Suite 30
Mobile, Alabama 36608
Email: kathy@burtonprop.com

And to:

J. Stephen Harvey, Esq.
McDowell, Knight, Roedder & Sledge, L.L.C.

11 North Water Street, Suite 13290
Mobile, Alabama 36602
Email: sharvey@mcdowellknight.com

If to the State:

If to the City:

City of Mobile
Office of the Mayor
205 Government Street
Government Plaza
Mobile, Alabama 36644
Email: mayorstimpson@cityofmobile.org

or such other address as may be designated by notice to the other party. Notices shall be deemed given when received by the party to be notified; provided, however, that notices received after 5:00 p.m. or on a non-business day shall be deemed to be given the following business day.

6. **CITY'S JOINDER.** The City joins in this Agreement for purposes of (i) agreeing to the provisions contained in Article I hereof regarding the possible reversion of the Land to the City; (ii) authorizing ASPA and One Water to place this instrument of record prior to One Water's obtaining title to the Land; and, (iii) waiving any claim for color of title or other claim regarding the execution, delivery and recording of this Agreement.

7. **EFFECT OF THIS AGREEMENT ON DEEDS.** Except as expressly stated herein or expressly amended hereby, the terms, conditions, covenants, provisions, agreements and all other matters set forth in the Deeds shall remain in full force and effect.

8. **GOVERNING LAW.** Irrespective of the place of execution, it is the intention of the Parties that the laws of the State of Alabama shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the Parties.

9. **STATE CONSTITUTION.** One Water agrees that (i) 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 No. 26, (ii) if any provision contained herein shall contravene any statute or Constitution provision or

amendment, either now in effect or which may be enacted during the course of this Agreement, then that conflicting provision shall be deemed null and void and (iii) One Water's remedies for the settlement of any and all disputes arising under the terms herein shall be solely such as are provided by Alabama law.

10. **RECORDING OF AGREEMENT.** This Agreement shall be immediately recorded by ASPA upon its execution and delivery by the Parties, at One Water's sole expense, in the Office of the Judge of Probate of Mobile County, Alabama.

11. **RECORDING REFERENCES.** All recording references herein refer to the records of the Judge of Probate of Mobile County, Alabama.

12. **COVENANTS RUN WITH THE LAND.** The covenants, restrictions and other terms of this Agreement shall run with the land and shall be binding upon and benefit the parties hereto and all future owners of the Land and Dock No. 2.

[Signature Pages Immediately Follows]

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

ASPA:
ALABAMA STATE PORT AUTHORITY, an
Agency of the State of Alabama

By: John Driscoll
As its Director

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that John Driscoll, whose name as Director of the **Alabama State Port Authority**, an agency of the State of Alabama, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he, as such Director and with full authority, executed the same voluntarily for and as the act of said state agency, as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the _____ day of _____, 2025

Notary Public
My Commission Expires: _____

STATE OF ALABAMA

By: Honorable Kay Ivey
As its Governor

STATE OF ALABAMA

COUNTY OF MONTGOMERY

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that Kay Ivey, whose name as Governor of the **State of Alabama**, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, she, as such Governor and with full authority, executed the same voluntarily for and as the act of said State of Alabama, as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the _____ day of _____, 2025

Notary Public
My Commission Expires: _____

ONE WATER, LLC, an Alabama Limited Liability Company

By: _____
As its _____

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for the State of Alabama at Large, hereby certify that _____, whose name as _____ of **One Water, LLC**, an Alabama limited liability company, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, he/she, as such _____ and with full authority, executed the same voluntarily for and as the act of said limited liability company as of the Effective Date stated in this Agreement.

Given under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires: _____

THE CITY OF MOBILE, ALABAMA

By: _____
Honorable William S. Stimpson, Mayor
City of Mobile

ATTEST:

By: _____
Its: City Clerk

STATE OF ALABAMA

COUNTY OF MOBILE

I, _____, 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 Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said municipal corporation as of the Effective Date set forth in this Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

(NOTARIAL SEAL)

Notary Public
My Commission Expires: _____

EXHIBIT "A"

SURVEY LEGAL: Commencing at a point on the North right of way line of Government Street and the West line of vacated Commerce Street. as described in instrument recorded in Real Property Book 1930, Pages 196-209, Probate Court Records, Mobile County, Alabama, thence run North 11°-04'-21" West and along the West line of said Commerce Street. 659.93 feet to the Point of Beginning of the property herein described; thence North 11°-03'-10" West and along the West line of said Commerce Street, 173.02 feet to a point on the South line of property now or formerly of Alabama State Docks; thence North 81°-57'-40" East and along the South line of said State Docks property, 454.94 feet to a point on the current pier and bulkhead line; thence South 07°-58'-00" East and along said bulkhead line, 171.0 feet. more or less; thence South 81°-38'-39" West and along the North line of the Mobile Convention Center, as recorded in Map Book 49, Page 31, said Probate Records, a distance of 445.64 feet to the Point of Beginning. Said property being the same as property conveyed by instrument recorded in Real Property Book 3704, Page 485 and submerged lands, as recorded in Real Property Book 3704, Page 490, said Probate Records.

EXHIBIT “B”

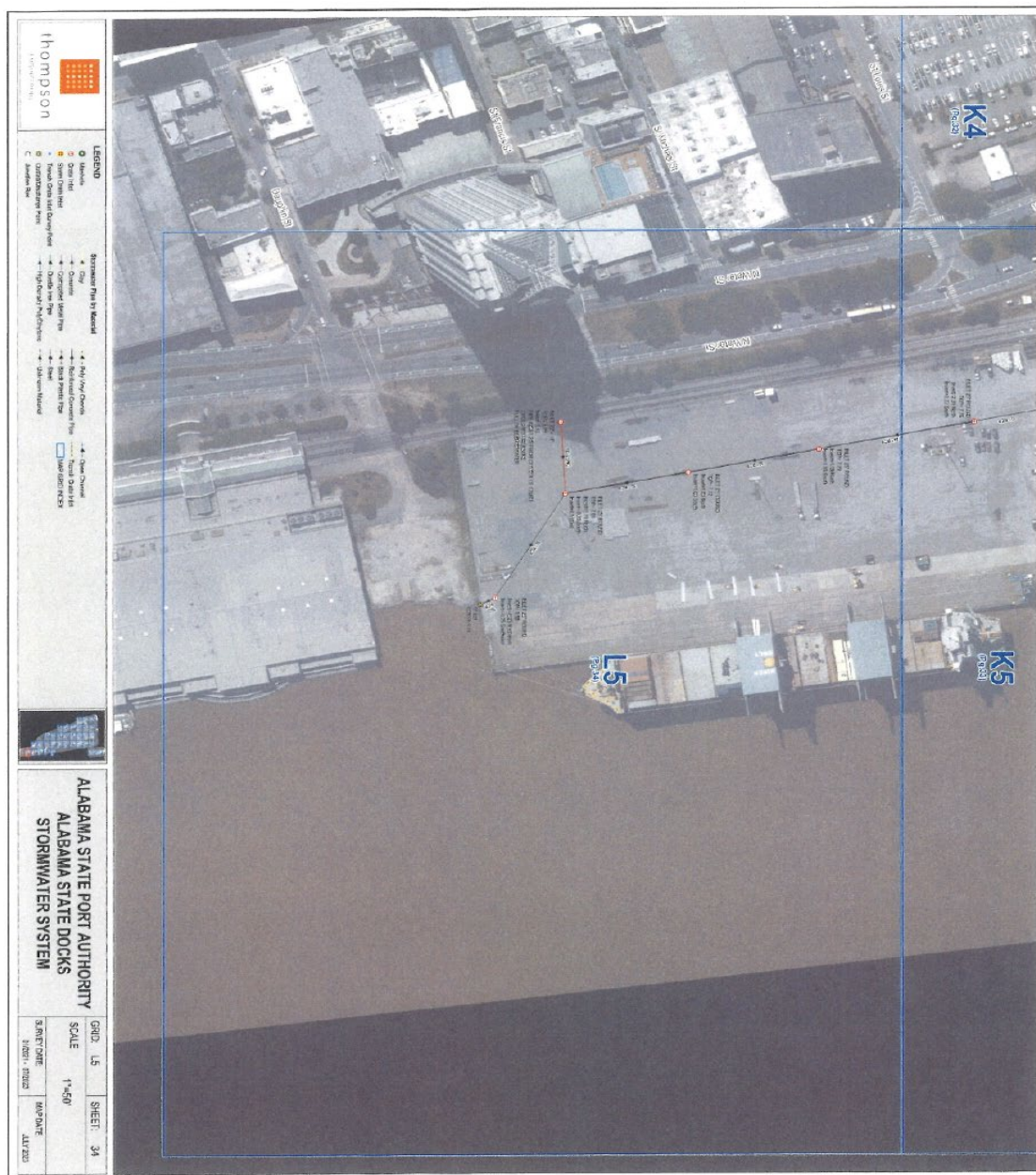
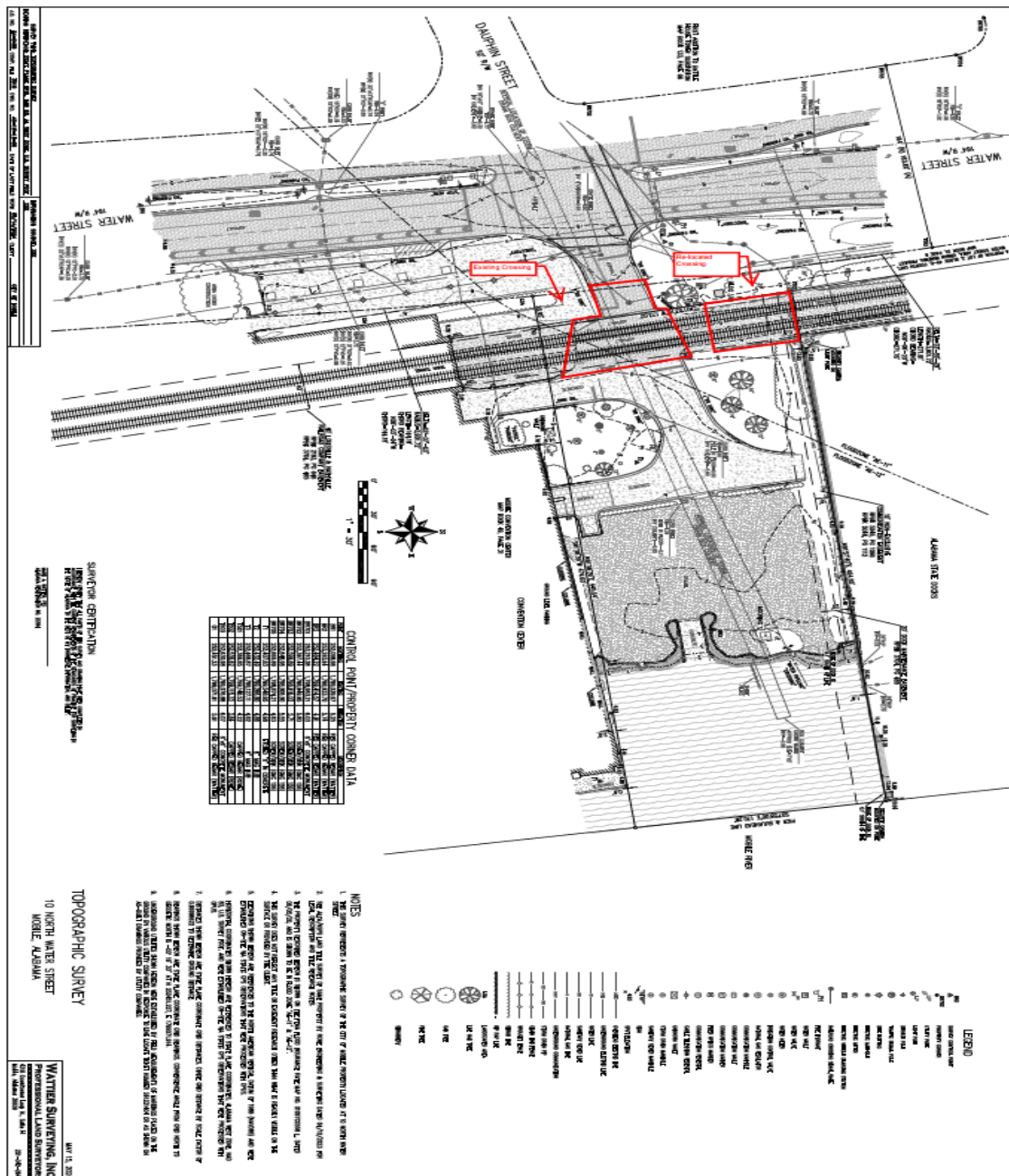






EXHIBIT “C”



2025

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, the Purchase and Sale Agreement between the City of Mobile, Alabama State Port Authority, the State of Alabama and One Water, LLC, attached hereto or one substantially similar, and made a part hereof, as though set forth in full, to purchase certain real property. A copy of said Purchase and Sale Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 Krueger International Inc for mechanical assist shelving for MPD.

Amount of Contract:

\$148,991.60

Funding Source

Capital police equipment

ATTACHMENTS:

1. 20250219 Krueger Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Feb 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 Krueger International Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Krueger International Inc for mechanical assist shelving for MPD.

Capital police equipment

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$148,911.60

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: AL 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>3401</u>	2025	(1530) POLICE ADMIN SERVICES	MECHANICAL ASSIST SHELVING FOR MPD (AL STATE CONTRACT)	\$148,911.60	<u>(282411)</u> <u>KRUEGER</u> <u>INTERNATIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003401-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor KRUEGER INTERNATIONAL INC KI, PALLAS TEXTILES P O BOX 8100 GREEN BAY, WI 54308-8100 Tel#920-468-8100 Fax 800-405-2264	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/24	282411				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT T-390 CONTRACT #MA 220000002810.

INSTALLATION DEALER: PATTERSON POPE ATTN: MATTHEW HAILS
 MHAILS@PATTERSONPOPE.COM

001	SHELVING AS FOLLOWS:	1.00 LOT	148911.60000	148911.60
-----	----------------------	-------------	--------------	-----------

Additional Description Notes

MECHANICAL ASSIST SHELVING; QUOTE 68965-1; STATE OF ALABAMA CONTRACT NO:
 MA220000002810-GRP. T#390; COMODITY CODE 42500; BOOKCASES/STORAGE; SUPPLIER
 NUMBER IS : VC000050770
 56 (42 X 24)
 5 (96 X 36)
 4 (60 X 36)
 1 (84 X 36)
 2 (36 X 24)

THIS IS THE COMPLETELY ASSEMBLED, DELIVERED AND INSTALLED TURN-KEY PRICE.

Vendor Item
 Inventory Item/Loc 6398

1	2000.80.00.0000.0000.0000.0000.44020. E E0034 .OPERSUPPLS.			148911.60
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003401-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor KRUEGER INTERNATIONAL INC KI, PALLAS TEXTILES P O BOX 8100 GREEN BAY, WI 54308-8100 Tel#920-468-8100 Fax 800-405-2264	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/24	282411				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606
Delivery Reference
PC

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	148911.60
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0034 .OPERSUPPLS.	148911.60	707853.66

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	148911.60	
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Forward	12/17/24	JAMES BARBER	Automatic Forward to 910519885
Approved	12/18/24	RODNEY GREELEY	R.G.
Approved	12/18/24	BRANDI MONTGOMERY	Auto approved by: 910510512

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00003401-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved
--	--

Page 3

Vendor
 KRUEGER INTERNATIONAL INC
 KI, PALLAS TEXTILES
 P O BOX 8100

GREEN BAY, WI 54308-8100

Tel#920-468-8100
 Fax 800-405-2264

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Delivery Reference
 PC

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/17/24	282411				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
Approved	12/18/24 WILLIAM JACKSON	Auto	approved by: 910510512	910510512
Approved	12/18/24 WILLIAM REED	Auto	approved by: 910510512	910510512
Approved	12/18/24 BRENDA RHODES			
Approved	12/18/24 TIFFANY HOLLINS	Auto	approved by: 910511034	910511034
Approved	12/18/24 RELYA MALLORY	Auto	approved by: 910511034	910511034
Approved	02/18/25 DONALD ROSE	Auto	approved by: 9105fo1a	9105fo1a
Approved	02/18/25 SANDRA LEWIS	Auto	approved by: 9105fo1a	9105fo1a
Approved	02/18/25 STEVEN KRONINGER	Auto	approved by: 9105fo1a	9105fo1a
Approved	02/18/25 SAMANTHA COOLEY	Auto	approved by: 9105fo1a	9105fo1a
Approved	02/18/25 LONELL HARRIS	Auto	approved by: 9105fo1a	9105fo1a
Approved	02/18/25 ANNE FOLEY			
Approved	02/18/25 JOHN PAINE	Auto	approved by: 9105fo1a	9105fo1a

Authorized By: _____ Date: _____
 Signature



Contract Header

Contract

Krueger International, Inc. MA

Supplier

Krueger International, Inc.

Linked Solicitation

Furniture: Office, Tables, Educational

Type

Master Agreement

Contract Code

MA220000002810

Sourcing Number

SRC0000002513

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Sonya	Bryan	sonya.bryan@purchasing.alabama.gov	334-353-8379
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Jennifer	Williams	quote@ki.com	920-468-2560
Tyler	Scharafanow	Tyler.Scharafanow@ki.com	470-432-4332
2 Record(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

3/1/2022

End Date

2/28/2027

Documents

- MA220000002810_Master_Agreement_V1.pdf

Items

Item Name	Product Code	UOM
Desks Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 2- Desks	0.00 Each
Tables Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 3- Tables	0.00 Each
Seating Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 1- Seating	0.00 Each
Healthcare Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 6- Healthcare	0.00 Each
Educational Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 5- Educational	0.00 Each
Modular/Systems Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 7- Modular/Systems	0.00 Each
Bookcases/Storage Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 4- Bookcases/Storage	0.00 Each
Metal File Cabinets Dock Delivery 37% Inside Delivery 34% Installation 30%	Line 8- Metal File Cabinets	0.00 Each



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 Magnet Forensics USA, Inc for annual renewal of digital forensic software for Gulf Coast Technology Center.

Amount of Contract:

\$57,110.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250214 Magnet Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Feb 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 Magnet Forensics USA, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Magnet Forensics USA, Inc for annual renewal of digital forensic software for Gulf Coast Technology Center.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$57,110.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>19932</u>	2025	(1502) GULF COAST TECHNOLOGY CENTER	ANNUAL RENEWAL OF DIGITAL FORENSIC SOFTWARE FOR GULF COAST TECHNOLOGY CENTER (BID EXEMPT AS SOFTWARE)	\$57,110.00	<u>(295509)</u> <u>MAGNET</u> <u>FORENSICS USA,</u> <u>INC.</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00019932-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

HERNDON, VA 20171
 UNITED STATES
 Tel#519-342-0195 X 3443

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

MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	295509				GULF COAST TECHNOLOGY CENTE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AS PER QUOTE Q-358598-1				
*RENEWAL OF EXISTING SOFTWARE				
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	57110.00000	57110.00
Additional Description Notes				
GKL-ONF-PR-B				
GRAYKEY LICENSE-PREMIER BUNDLE				
START DATE: APRIL 1, 2025				
END DATE: MARCH 31, 2026				
GKL-ONF-PRMR				
GRAYKEY LICENSE-PREMIER				
EXCURSION CREDITS INCLUDED: 2				
RENEWAL FOR S/N's: 4594b0d5d4890c22				
GKL-ONF-PRMR				
GRAYKEY LICENSE-PREMIER				
EXCURSION CREDITS INCLUDED: 2				
RENEWAL FOR S/N's: 4594b0d5d4611a1c				
Vendor Item				
Inventory Item/Loc 1723				
1	1000.30.15.1502.1502.1502.0000.0000.42140.			57110.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00019932-00 FY 2025 Acct No: 1000.30.15.1502.1502.1502.0000.0000.42140. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor
 MAGNET FORENSICS USA, INC.
 2250 CORPORATE PARK DRIVE
 SUITE 230

HERNDON, VA 20171
 UNITED STATES
 Tel#519-342-0195 X 3443

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

 MOBILE, AL 36602
 REBECCA.TURK@CITYOFMOBILE.ORG

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

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/10/25	295509				GULF COAST TECHNOLOGY CENTE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GULF COAST TECHNOLOGY CENTER
 455 ST LOUIS ST. SUITE 2300
 MOBILE, AL 36602

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

Requisition Link

Requisition Total 57110.00

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

Account	Amount	Remaining Budget
1000.30.15.1502.1502.1502.0000.0000.42140.	57110.00	1234384.78
GULF COAST TECHNOLOGY CENTER MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/10/25	JASON SMITH	Reviewed and Approved
Approved	02/10/25	CURTIS GRAVES	Auto approved by: 910520680
Approved	02/10/25	ROBERT LASKY	
Approved	02/10/25	CURTIS GRAVES	Auto approved by: 910519642
Approved	02/13/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/13/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/13/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/13/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/13/25	LONELL HARRIS	Auto approved by: 9105fola



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 SHI International Corp for a 148TB Pure Storage digital flash storage array for MIT.

Amount of Contract:

\$76,471.72

Funding Source

Capital IT Technical Upgrades

ATTACHMENTS:

1. 20250214 SHI Agenda Package POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 25 Feb 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 SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for a 148TB Pure Storage digital
flash storage array for MIT.
Capital IT Technical upgrades.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$76,471.72

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: AL 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>20017</u>	2025	(5000) INFORMATION TECHNOLOGY	148 TB PURE STORAGE DIGITAL FLASH STORAGE ARRAY FOR MIT (AL STATE CONTRACT)	\$76,471.720	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

PER STATE OF ALABAMA CONTRACT #MA 999 210000000091 AND YOUR QUOTE #25848756.
 EMAIL PO TO: LEXI_STEWART@SHI.COM
 732-564-8331.

001 Pure Storage FlashArray FA-C20-148TB-8x18.6TB Pure Storage - Part#: FA-C20-148TB-8x18. 6TB Contract Name: Sourcewell- Technology Products & Solutions Contract #: 121923-SHI Note: Please see additional comments: Additional Comments Line 1 Includes: Pure Storage FlashArray FAC20-148TB-8x18.6TB (Quantity: 1) FlashArray (//X, //C) Install Service (Quantity: 1) Virtual instructor-led training for one learner per day (Quantity: 2) HBA, 32GFC w/o EDIF, 2-PORT Prism+ SFP+ (Quantity: 2) FA-C20-148TB 1 Month Evergreen Foundation Subscription, 4 Hour Delivery, 24/7 Support (Quantity: 36) Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above.	1.00 EACH	76471.72000	76471.72
--	--------------	-------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
--	--	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648 DUNS# 61-1429481 CCR# 61-243957G CAGE 1HTF0 Returns available via Pure Love Your Storage guarantee ANSWERS TO QUESTIONS: Is Inside Delivery Required? (Yes) Is a Delivery Ticket Required? (Yes) Is there a freight elevator on site? (No) Is a Delivery Appointment Required? (Yes) Is a Forklift or Pallet Jack Required? (Yes) Are there pallet size limitations? (No) Is a Liftgate Required? (No) Are there truck size limitations? (Yes) Is Pallet and Debris Removal Required? (No) Add Floor Covering to Inside Delivery? (No) Does the delivery site require a Certificate of Insurance (COI)?			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
--	--	--------

Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	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
02/12/25	272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	(No) Other Special Delivery Instructions, additional care or handling notes: (No) The following EULA applies to all Pure Storage products on this quote: https://www.purestorage.com/docs.html?item=/type/pdf/subtype/doc/pat h/content/dam/pdf/en/legal/pure-end user-agreement.pdf Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.			

1	2000.80.00.0000.0000.0000.0000.44020. E C0620 .OPERSUPPLS.			76471.72
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020017-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
--	--

Page 4

Vendor
 SHI INTERNATIONAL CORP
 290 DAVIDSON AVE

Ship To
 MIT
 651 CHURCH STREET

SOMERSET, NJ 08873

MOBILE, AL 36602
 ASHLEY.TODD@CITYOFMOBILE.ORG

Tel#732-715-3197
 Fax 732-868-6055

Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/12/25	1272641	02/11/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			

Requisition Link

Requisition Total 76471.72

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

Account	Amount	Remaining Budget
E C0620 .OPERSUPPLS.	76471.72	240194.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	76471.72	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	02/11/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/11/25	SCOTT KEARNEY	
Approved	02/11/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/11/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/11/25	SCOTT KEARNEY	
Approved	02/11/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/12/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/12/25	SCOTT KEARNEY	
Approved	02/12/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/12/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/12/25	SCOTT KEARNEY	
Approved	02/12/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	02/11/25	BRENDA RHODES	
Approved	02/11/25	TIFFANY HOLLINS	Auto approved by: 910511034



Contract: 210000000091-999-1 - Pure Storage Solutions Products and Services Ame...



Contract Header

Contract Pure Storage Solutions Products and Services Amendment #1	Type Master Agreement
Supplier SHI INTERNATIONAL CORP	Contract Code 210000000091-999-1
Linked Solicitation	Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
Raegan	Harris	Raegan_Harris@SHI.com	205-522-6749
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

5 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
11/2/2021

End Date
11/30/2025

Documents

- Final_MA_999_210000000091_2_MA_FORM_ADV_PDF.PDF
- Final_MA_999_210000000091_2_MA_FORM_ADV_PDF.PDF
- SHI Pure Storage.pdf
- Final_MA_999_210000000091_4_MA_FORM_ADV_PDF.PDF
- MA_999_210000000091.pdf
- Final_MA_999_210000000091_6_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code	UOM
Pure Storage Solutions, Discount: 40%	210000000091-999-1-1	0.00 Each
Pure Storage Solutions, Maintenance/Support, Discount: 0.00%	210000000091-999-1-2	0.00 Each
Pure Technical Services, Discount: 3.0%	210000000091-999-1-3	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To appropriate the sum of \$1,350,000.00 in the Municipal Government Capital Improvement Fund (Fund 2010) to various Capital Projects.

Amount of Contract:

Funding Source

Municipal Government Capital Improvement Fund (Fund 2010)

ATTACHMENTS:

1. FY2025 MUNICIPAL GOVERNMENT RESOLUTION 1,350,000

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

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

ALABAMA, that the sum of \$1,350,000.00 be appropriated in the Municipal Government Capital Improvement Fund (Fund 2010; Revenue Code CAR01 Annual Capital Trust Revenue) to the following Capital Projects:

_____	Parks-West Mobile County Park Improv	\$ 1,000,000.00
_____	Citywide Drainage Repairs	200,000.00
_____	Citywide Bridge Repairs	150,000.00

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To allocate the sum of \$2,632,000, currently deposited in the Storm Water Fund, to Capital Project #C0446 Municipal Storm Water Fees Project for various Storm Water Management Projects.

Amount of Contract:

Funding Source

Storm Water Fund (4050)

ATTACHMENTS:

1. FY2025 STORM WATER ALLOCATION \$2,632,000
2. FY2025 STORM WATER ALLOCATION DETAIL

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS, THE CITY COUNCIL OF THE CITY OF MOBILE adopted Ordinance Number 01-024 on August 21, 2018 levying a storm water fee on Residential and Commercial Property to support the Storm Water Management Program (MS4); and

WHEREAS, Ordinance No. 01-024 is now codified at Article III, Chapter 17 of the Mobile City Code; and

WHEREAS, Sec. 17-47 of the Mobile City Code states:

“The storm water fees levied and collected pursuant to this division shall be deposited into a fund known as storm water fund to be designated for expenses incurred complying with the City’s NPDES permit for operations of its MS4, including but not limited to eliminating floatables from and improving water quality in the rivers, streams and waterways of the City and other storm water management activities required by the City’s storm water management program. All amounts remaining in the fund at the end of the fiscal year shall not lapse but shall retain their dedication to storm water purposes.”

WHEREAS, The Revenue Commissioner of Mobile County assessed, collected, enforced and remitted the fees to the City of Mobile; and

WHEREAS, in order for such funds to be utilized for the purposes set forth in section 17-47, the Mobile City Council desires to allocate the funds to a capital projects;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$2,632,000, currently deposited in the Storm Water Fund, be allocated to Capital Project #C0446 Municipal Storm Water Fees Project for the following Storm Water Management projects:

Household Hazardous Waste Day 2024	\$ 150,000.00
Miscellaneous Drainage/Slope Repairs (Citywide)	1,100,000.00
On-Call Miscellaneous Drainage Repairs	982,000.00
Twelve Mile Creek Bank Stabilization/Golf Course	400,000.00

ADOPTED:

CITY CLERK

ENGINEERING DEPARTMENT



February 6, 2025

To: Nick Amberger, PE *2/12/25 CONCUR w/RECOMMENDATION*
Executive Director, Engineering and Infrastructure

RE: FY2025 Storm Water Fee Allocation

Please find below the proposed allocations for the FY2025 fiscal year's Storm Water fee. The line items, as allocated, support the City's MS4 program; as you are aware, 2014 State-level legislation requires that the Storm Water fee must be used for expenditures which support the MS4 program.

The 2025 Annual Storm Water Fee Balance available for allocation is as follows:

ESTIMATED 2025 Annual Receipts - YTD	\$2,800,000.00
less 5% to State	\$140,000.00
less 1% to County	\$28,000.00
2025 SW Fee Available for Allocations	\$2,632,000.00

The FY2025 allocation list is as follows:

	<u>Allocation</u>	<u>NPDES Permit Justification</u>	<u>Amount</u>
1	Household Hazardous Waste Days 2026 (2 events - spring and fall)	II. B. 9. Oils, Toxics, and Household Hazardous Waste Control	\$150,000.00
2	Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization (City-wide)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$1,100,000.00
3	On-call Miscellaneous Drainage Repairs (City-wide)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$982,000.00
4	Twelve Mile Creek bank stabilization at Azalea City Golf Course (upstream of Langan Lake)	II. B. 1. Storm Water Collection System Operations II. B. 3. Illicit Discharge and Elimination (IDDE)	\$400,000.00
	Total Public Works/Engineering Allocations		\$2,632,000.00

Based on the above SW fee available & the above allocations, the projected fund reserve is:

Projected 2025 SW Fund Reserve	\$0.00
---------------------------------------	---------------

Sincerely,

Rosemary Ginn, PE
City Engineer

Allocation	Description
2 Miscellaneous Drainage/Slope Repair, Sediment Removal and Slope Stabilization (City-wide)	Capital Effort - not Public Services; Removal of sediment in culvert barrels, riprap stabilization, and ditch repairs. Locations below were funded for plans preparation in FY24 Storm Water Fee. The FY25 storm water fee monies will construct the funding of these repairs: Toulmin Springs Branch at Wilson Ave Milkhouse Creek on Airport Blvd. Milkhouse Creek on Grelot Rd. Montlimar Creek on Airport Blvd. Three Mile Creek on Zeigler Blvd. Spencer's Branch on Demetropolis Rd. Spencer's Branch on Burma Rd West Spring Branch on Halls Mill Rd.
3 On-call Miscellaneous Drainage Repairs (City-wide)	On-call as needed to prepare plans and construct repairs City-wide.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor
CJ Small, Councilmember

Purpose and Scope of Project:

That the sum of \$226,150.00 be transferred from the Capital Project C0655 CIP BAUMHAUER-RANDALL PARK; to the Capital Project C0855 BOYS & GIRLS CLB, COMM CTR, FOOD PA

Amount of Contract:

\$226,150.00

Funding Source

C0655 CIP BAUMHAUER-RANDALL PARK

ATTACHMENTS:

1. Resolution - Transfer of Funds - DIP Parkway Project (2)

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember C.J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$226,150.00 be transferred from the Capital Project C0655 CIP BAUMHAUER-RANDALL PARK; to the Capital Project C0855 BOYS & GIRLS CLB, COMM CTR, FOOD PA for the use of funds in the design phase of site and facility improvements and additions for the Parkway Community Center Project.

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Architectural Engineering DEPT. 3032

DATE OF REQUEST: 02/18/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: 3

REQUEST: Please transfer \$ 226,150.00

FROM CAPITAL PROJECT#: C0655

CAPITAL PROJECT NAME: CIP BAUMHAUER-RANDALL PARK

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0855

PROJECT NAME: BOYS & GIRLS CLB, COMM CTR, FOOD PA

DEPT. PROJECT#: PR-002-24

PURPOSE: For the critical design phase of site and facility improvements for the Parkwa


Employee signature


Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve amendment to increase agreement with Chris Brewer Contracting, Inc. for street repairs.

Amount of Contract:

\$1,455,650.00 (original \$705,650.00; increase \$750,000.00)

Funding Source

C0864

ATTACHMENTS:

1. 2024-3005-06 CW Asphalt Repair (Chris Brewer)

REVIEWERS:

Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

4851

PROJECT NAME: City Wide Small Asphalt Repairs (2024 City of Mobile Annual Street Maintenance) (D1-7) COM Project# 2024-3005-06

PROJECT #: C0864 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Street Repairs

CONTRACT AMOUNT: \$1,455,650.00

VENDOR NAME: Chris Brewer Contracting, Inc.

VENDOR NUMBER: 283379

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 2/19/2025

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM Engineering DEPT. 3005

DATE OF REQUEST: 2/19/2025

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

VENDOR NAME: Chris Brewer Contracting Jr

DISTRICT#: CW

DEPT. PROJECT#: 2024-3005-06

REQUEST: Please Add \$ 750,000.00 from Capital Project#/Title:

C0864

to contract# 4851.

Total amount of Change Order: \$ 750,000.00

Current contract amount: \$ 705,650.00

Revised contract amount: \$ 1,455,650.00

Comments: RENEWAL OF ON-CALL ANNUAL

STREET MAINTENANCE CONTRACT NEEDED

FOR MAINTENANCE OF CITY STREETS


Employee signature


Approval signature

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, the CITY entered into a contract dated February 14, 2024, with Chris Brewer Contracting, Inc. for street repairs on the project known as 2024 City of Mobile Annual Street Maintenance (COM Project No. 2024-3005-06); and

WHEREAS, the original contract amount was \$705,650.00 for a task order and unit priced based contract for annual on-call storm drain maintenance for a term of one year with a renewable clause of one or two additional one-year periods; and

WHEREAS, the original contract was awarded by competitive bid and the term option is being extended without any change in scope or in unit prices, but only additional funding approved for \$750,000.00, increasing the original agreement to a total of \$1,455,650.00; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest for and on behalf of the City of Mobile, the Amendment to Extend Term of Agreement with Chris Brewer Contracting, Inc., attached hereto. A copy of said Amendment is on file in the office of the City Clerk.

Adopted:

City Clerk

AMENDMENT TO EXTEND TERM OF AGREEMENT

THIS AMENDMENT TO AGREEMENT ("Amendment ") is made as of the _____ day of _____ 2025, between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (hereinafter "City") and Chris Brewer Contracting Inc., a corporation qualified to do business in Alabama (hereinafter "Contractor").

RECITALS

WHEREAS City and Contractor are parties to that certain Contract dated February 14, 2024 (the "Agreement"), which Agreement provides for unit priced street maintenance at various locations within the City limits, in the contract not to exceed amount of \$705,650.00; and

WHEREAS the Agreement provides in Item IX, Articles of Agreement, that the Agreement shall remain in effect one year from the effective date of execution of the Agreement, but may be extended by mutual agreement of the parties, contingent on the allocation of additional funding for further work: and

WHEREAS the City and the Contractor desire to extend the term of the Agreement for an additional one year, and to increase the not to exceed compensation of the contract by the additional amount of \$750,000.00, and to ratify and adopt all other terms of the Agreement as originally agreed upon, specifically including the scope and unit prices included therein; now therefore

AMENDMENT

1. In consideration of the foregoing, the mutual covenants and agreements contained herein, the work performed by Contractor and funds paid by City in exchange therefore, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:
2. Item IX (24) of the Agreement is amended such that the first sentence is removed and replaced as follows: "The Term of the contract shall extend until January 3rd, 2026."
3. Item IX (1) is amended such that the estimated total dollar amount shall be increased by the amount of \$750,000, for a total Agreement amount of \$1,455,650.00.
4. The Agreement and all of its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals as of the day and year first above written.

CITY OF MOBILE

Chris Brewer Contracting INC.

William S. Stimpson, Mayor

C.B. Brewer

An authorized signatory

Chris Brewer President

Name and Title (Printed or Typed)

Date

2/19/2025

Date

ATTEST:

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Chris Brewer, as an authorized signatory for Chris Brewer Contracting 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 the above and foregoing agreement, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 19th day of February, 2025.

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Randall Hurd Carter

Notary Public
My Commission Expires: 10/19/25



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 subaward agreement between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources contributes funding for project 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.

RESTORE Project #28: Reconnecting People, Work, and Play through Complete Streets will contribute \$2,096,981.00 to the project budget. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Bucket 3). Please see the project website for more information:

<https://mapformobile.org/broad-street/>.

Amount of Contract:

\$2,096,981.00

Funding Source

N/A

ATTACHMENTS:

1. Cover Letter MLK Subaward
2. MLK_SubawardAgreement_RESOLUTION
3. S1P28-OMCS_OneMobile_Subaward_forcouncil
4. S1P28-OBCS_OneMobile_NOA_01-27-2025_rmc

REVIEWERS:

Lana Gauthier
Lana Gauthier

February 18, 2025



Dear Councilmembers:

The attached subaward agreement between the City of Mobile and the State of Alabama Department of Conservation and Natural Resources contributes funding for project 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.

RESTORE Project #28: Reconnecting People, Work, and Play through Complete Streets will contribute \$2,096,981.00 to the project budget. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Bucket 3). Please see the project website for more information: <https://mapformobile.org/broad-street/>.

We look forward to continued communication on this important project. Please call either 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 in order to accept and receive federal funds in the amount of \$2,096,981.00 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled “Project #28: Reconnecting People, Work, and Play through Complete Streets” from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted:

City Clerk

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #28: One Mobile: Reconnecting People, Work and Play through Complete Streets" (hereinafter "Project"). The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama, further described in the Federal Award GNSSP25AL0063-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP25AL0063
 - b. Federal Award Period of Performance: 01/23/2025-10/31/2027
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$2,096,981.00
 - d. Subrecipient UEI#: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$2,287,500.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of Two million ninety-six thousand nine hundred eighty-one and xx/100 dollars (**\$2,096,981.00**).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on January 23, 2025 and end on October 31, 2027
5. **AGREEMENT TERM:** The term of this Agreement shall commence on January 23, 2025 and end on October 31, 2027 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all

applicable federal, state, and local permits and pay all said fees. Subrecipient further agrees and acknowledges it is responsible for ensuring of all lower tier compliance as to all such requirements. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE-specific Special Award Conditions, and the Gulf Coast Ecosystem Restoration Council RESTORE Act Financial Assistance Standard Terms and Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 24 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used as leverage to complete the Project as described in the approved Scope of Work.
11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than fifteen (15) days after the

expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. In addition, only Allowable Costs incurred during an active fiscal year performance period are eligible for reimbursement. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall immediately notify ADCNR and return such funds in such timeframe and manner as specified by ADCNR. Prior to the submittal of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.821, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR reserves the right to refuse to pay all or any part of requested funding for any of the following reasons: 1) at ADCNR's discretion, the costs are not determined to be reasonable or necessary for completion of the scope of work; (2) at ADCNR's discretion, the costs are determined to be ineligible for reimbursement; (3) the Subrecipient has failed to comply with any term or conditions of this agreement; (4) the Subrecipient has otherwise failed to perform the scope of work in accordance with this agreement; or (5) ADCNR has determined that the Subrecipient has otherwise failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

13. **SUBMISSION OF REPORTS/INFORMATION:** Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All project communication and documents, including monthly reports and payment requests, should be sent to the ADCNR project manager. If files are too large to send via email, a link to documents for download may be provided. If the sub recipient is unable to send documents via an online link, the ADCNR project manager will work with the sub recipient to determine another suitable method for transfer of documents.

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

14. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333334, as well as all other applicable federal, state and local requirements, the Federal Award and RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The Gulf Coast Ecosystem Restoration Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

15. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds. Subrecipient further agrees that it is responsible for ensuring such compliance of lower tier subrecipients and contractors, as applicable.

16. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors.

- b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
17. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the Gulf Coast Ecosystem Restoration Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
18. CONFLICTS OF INTEREST: Subrecipient by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
19. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the RESTORE Council specific Special Award Conditions in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall immediately notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.
- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
 - b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
 - c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
 - d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
 - e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
 - f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
 - g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
 - h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
 - i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
 - j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
 - k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
 - l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
 - m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
 - n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
 - o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186

- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

20. **FEDERAL PROVISIONS:** This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland “Anti-kickback” Act:** The Copeland “Anti-kickback” Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing 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.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

21. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally-controlled facility or routine access to a federally-controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- k-1. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF- 424D, or equivalent, as applicable), and any required RESTORE-specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

l.m. Construction Activities: Subrecipient acknowledges and agrees that its performance under this Agreement does require or involve construction related activities.

m.n. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

22. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, RESTORE Council specific Special Award Conditions, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200. Furthermore, Subrecipient specifically agrees to ensure that applicable clauses set forth pursuant to 2 C.F.R. Part 200 will be included in all purchase orders, contracts, and agreements.

23. **DEBARMENT AND SUSPENSION:**

- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 “OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement),” which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government’s Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity’s principals, if that entity or its principals appear on the Excluded Parties List.
- b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
- c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the Gulf Coast Ecosystem Restoration Council.
- d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR’s satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

24. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-2627, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and RESTORE Council specific Special Award Conditions.

25. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

26. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

“Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE official) are subject to 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).” In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, “New Restrictions on Lobbying,” published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget “Governmentwide Guidance for New Restrictions on Lobbying,” and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996).”

27. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 24, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” the Federal Award, the RESTORE Council specific Special Award Conditions, and all other federal, state, or local laws.
28. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
29. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
30. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
31. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publication materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the “The Gulf Coast Ecosystem Restoration Council in cooperation with the State of Alabama Department of Conservation and Natural Resources.”
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the RESTORE Council specific Special Award Conditions and ADCNR.
 - Unless otherwise approved by ADCNR in writing, every publication of material based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
“This project was paid for [in part] with federal funding from the Gulf Coast Ecosystem Restoration Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Gulf Coast Ecosystem Restoration Council or ADCNR.”

32. INDEMNIFICATION:

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as “the Indemnitor”) agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as “the Indemnitees”), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of the Indemnitees, the Subrecipient, and the Subrecipient’s agents, servants, employees, and subcontractors. Indemnitor’s obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include and extend to any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 32 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

33. **TERMINATION OF AGREEMENT:** This Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of termination. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

34. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
 Attn: Christopher M. Blankenship, Commissioner
 64 N. Union St., Suite 468
 Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter

Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile-Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
Jennifer.greene@cityofmobile.org

35. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).
36. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
37. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
38. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
39. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

40. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
41. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
42. **ALTERNATIVE 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.
43. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.
44. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
45. **BOYCOTT:** In compliance with Act 2016-312, Permittee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
- In compliance with Ala. Act No. 2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
46. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
47. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
48. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE requirements associated therewith.
49. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
50. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
51. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

52. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

53. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

1. This Subaward Agreement;
2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES**

Christopher M. Blankenship, Commissioner

Date

CITY OF MOBILE, A Municipal Corporation

By: _____

Date:

Its: _____

ATTEST:

City Clerk

Date:

ATTACHMENT B - FEDERAL AWARD IDENTIFICATION - REV. JANUARY 2024

The entity identified in this agreement for project: [One Mobile: Reconnecting People, Work and Play through Complete Streets](#) is a SUBRECIPIENT of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification under 2 CFR 200.332.	
(i) Subrecipient's name (must match name associated with its UEID);	CITY OF MOBILE
(ii) Subrecipient's unique entity identifier;	UEID # QV8KPHH9J8A3
(iii) Federal Award Identification Number (FAIN);	GNSSP25AL0063
(iv) Federal Award Date (date of award to the recipient by the Federal agency);	01-23-2025
(v) Subaward Period of Performance Start and End Date;	From 01/23/2025 through 10/31/2027
(vi) Subaward Budget Period Start and End Date;	From 01/23/2025 through 10/31/2027
(vii) Amount of Federal Funds Obligated in the subaward;	\$2,287,500.00
(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;	\$2,096,981.00
(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$2,096,981.00
(x) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	“One Mobile: Reconnecting People, Work and Play through Complete Streets”. The purpose of this project is the construction of utility infrastructure improvements along with roadway and pedestrian improvements such as sidewalks, bike lanes, strategically placed on-street parking, stormwater drainage, utility relocations, and pedestrian improvements to Dr. Martin Luther King, Jr. Avenue beginning at Beauregard Street and ending at Butchers Lane in downtown Mobile, Alabama.
(xi) Name of Federal awarding agency Name of pass-through entity, and contact information for awarding official of the pass-through entity;	U.S. Department of Treasury Alabama Department of Conservation and Natural Resources: ADCNR CONTACT: Commissioner Chris M. Blankenship 64 N. Union Street, Room 458, Montgomery, Alabama 36130 Phone: 251.621.1216
(xii) Assistance Listings Title and Number (CFDA Number and Name); the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number (CFDA number) at time of disbursement;	Assistance Listings Title and Number: CFDA # 87.052 “Gulf Coast Ecosystem Restoration Council Oil Spill Impact Program” - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1 , is \$2,287,500.00 .
(xiii) Identification of whether the Federal award is for research and development; and	This is not a R&D award.
(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with §200.414	ADCNR charges all costs directly, therefore the indirect cost rate is 27.19% for the Federal award.

1. DATE ISSUED MM/DD/YYYY 01/23/2025		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. ASSISTANCE LISTING NUMBER 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP25AL0063-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP25AL0063		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 01/23/2025		Through MM/DD/YYYY 10/31/2027	
7. BUDGET PERIOD MM/DD/YYYY From 01/23/2025		Through MM/DD/YYYY 10/31/2027	
8. TITLE OF PROJECT (OR PROGRAM) Project #28: One Mobile: Reconnecting People, Work and Play through Complete Streets			

The Gulf Coast Ecosystem Restoration Council
RESTORE Council
Gulf Coast Ecosystem Restoration Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St RM 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 01/27/2025	10b. FEDERAL PROJECT OFFICER Ms. Kathleen Baxter 500 Poydras St STE 1117 New Orleans, LA 70130-7305 Phone: 504-940-7709

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) 2,287,500.00																	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00																	
		c. Less Cumulative Prior Award(s) This Budget Period 0.00																	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 2,287,500.00																	
		13. Total Federal Funds Awarded to Date for Project Period 2,287,500.00																	
		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																	
		<table><tr><td>YEAR</td><td>TOTAL DIRECT COSTS</td><td>YEAR</td><td>TOTAL DIRECT COSTS</td></tr><tr><td>a. 2</td><td></td><td>d. 5</td><td></td></tr><tr><td>b. 3</td><td></td><td>e. 6</td><td></td></tr><tr><td>c. 4</td><td></td><td>f. 7</td><td></td></tr></table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
		<table><tr><td>a. DEDUCTION</td><td rowspan="5">a</td></tr><tr><td>b. ADDITIONAL COSTS</td></tr><tr><td>c. MATCHING</td></tr><tr><td>d. OTHER RESEARCH (Add / Deduct Option)</td></tr><tr><td>e. OTHER (See REMARKS)</td></tr></table>		a. DEDUCTION	a	b. ADDITIONAL COSTS	c. MATCHING	d. OTHER RESEARCH (Add / Deduct Option)	e. OTHER (See REMARKS)										
a. DEDUCTION	a																		
b. ADDITIONAL COSTS																			
c. MATCHING																			
d. OTHER RESEARCH (Add / Deduct Option)																			
e. OTHER (See REMARKS)																			
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																	
		<table><tr><td>a. The grant program legislation.</td></tr><tr><td>b. The grant program regulations.</td></tr><tr><td>c. This award notice including terms and conditions, if any, noted below under REMARKS.</td></tr><tr><td>d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.</td></tr></table>		a. The grant program legislation.	b. The grant program regulations.	c. This award notice including terms and conditions, if any, noted below under REMARKS.	d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.												
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b. The grant program regulations.																			
c. This award notice including terms and conditions, if any, noted below under REMARKS.																			
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																			
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)
This is a new grant award \$2,287,500 federal and \$11,460,000 non-federal to support the construction of stormwater infrastructure improvements in downtown Mobile (a part of the One Mobile: Reconnecting People, Work and Play through Complete Streets initiative.

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 01/27/2025

17. OBJ CLASS 41.0006	18a. VENDOR CODE 63-6000619	18b. EIN 636000619	19a. UEI WLNMNKHKF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION	
21. a. SEP	b. GNS000063A	c. 6013 INFRA	d. \$2,287,500.00	e.	
22. a.	b.	c.	d.	e.	
23. a.	b.	c.	d.	e.	

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Special Award Conditions

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Grant Project Performance and Financial Reporting

The Recipient must submit project performance reports through the Council's Program Information Platform for Ecological Restoration (PIPER) or any successor system on an annual basis during the period of performance. Financial reports must be submitted through GrantSolutions or any successor system also on an annual basis. Performance and financial reports covering the annual reporting period will be due 60 calendar days after the end of the annual reporting period specified in the Award. Final performance and financial reports that summarize the activities and findings of the Award are due 120 calendar days after the end of the period of performance. This special award condition (SAC) supersedes section C.01.a of the RESTORE Council Financial Assistance Standard Terms and Conditions dated August 2015, which states that financial reports are due on a semi-annual basis. Please see the Reporting Schedule located on a following page for the reporting period and due dates of performance and financial reports to be submitted as part of this Award.

3. Non-Federal Subrecipient Share Requirement

The budget under this Award includes project-related costs committed by the non-federal recipient, referred to as the non-federal share, which are described in the attached budget narrative. The non-federal share is not a statutory requirement of the RESTORE Act (33 U.S.C. 1321(t) and note), but it is required to complete the project and has been voluntarily committed by the recipient under this award and therefore meets the definition of cost share or matching in 2 CFR §200.1. Under §200.1, non-federal share funding must meet the criteria of §200.306(b). Non-federal share funding will be used for construction improvement costs. The non-federal share must be paid out proportionally under the subrecipient agreement using a predetermined percentage. The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$11,460,000 divided by the subrecipient's total project cost \$13,556,981, or 84.53%. In addition, the Recipient will report on non-federal share expenditures throughout the period of performance.

4. Supplemental Construction And Improvements To Real Property Terms

A. Estimated Useful Life and Federal Interest in Project Property

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Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient or subrecipient, as specified in the award, for the purpose(s) for which the award was made for the estimated useful life. See 2 CFR § 200.316. The estimated useful life of the program or individual project or activity is defined as the period of years that constitutes the expected useful lifespan of the program, project or activity, as estimated by the recipient and agreed to by the Council, during which the Council anticipates obtaining the benefits pursuant to award purposes authorized by the RESTORE Act. If the estimated useful life is provided in the recipient's application, the Grants Office's issuance of the award represents its concurrence with the recipient's proposed estimated useful life.

The recipient's obligation to the Council continues for the estimated useful life. At its discretion, the Council Grants Office may waive the requirements to establish an estimated useful life for an ecosystem restoration project.

The recipient or subrecipient shall not engage in any of the following "Unauthorized Transactions" without the prior written approval of the Council's Grants Officer:

- 1) Sell, lease, transfer, assign, convey, hypothecate, mortgage, dispose of, or otherwise convey or encumber any interest in the property;
- 2) Use project property for purposes other than award purposes; or
- 3) Fail to comply with the terms and conditions of this award or any of the federal laws and regulations, Council policies, Executive Orders, or OMB Circulars that are incorporated into the terms and conditions of this Award.

Throughout the estimated useful life, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR § 200.1. If the Council determines that an Unauthorized Transaction has occurred, the Council shall have the right, exercisable at any time by written notice to the recipient, to issue disposition instructions in accordance with 2 CFR § 200.311(c), which may include requiring the recipient repay to the Council the full cash value of the federal interest in the property, computed as the percentage of the fair market value of the property attributable to the Council's funding of the project; such percentage calculated at the time of the funding and such cash value calculated at the time of the Council's exercise of this right (see 2 CFR § 200.1). The Council may also take any other action or remedy that may be legally available. The Council's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

When the estimated useful life of the project has ended, the Federal interest will thereupon be extinguished and the Federal Government will have no further interest in the property.

B. Reporting on Real Property Acquired or Improved

In accordance with 2 CFR 200.330, the recipient must complete and submit to the Council a report on the status of all properties acquired or improved, using Form SF-429 "Real Property Status Report" or any equivalent or successor form. All reports must be for the period ending December 31, or any portion thereof, and are due no later than 60 days following the end of the reporting period. The recipient must continue to submit these reports to the Council or a successor agency:

- 1) Until acquired property is disposed of in accordance with 2 CFR § 200.311(c); or
- 2) Throughout the estimated useful life of the project and associated improvements.

Reports will be submitted according to the following schedule, unless otherwise indicated in a special award condition:

- 1) For real property in which the Council retains an interest for 14 years or less, reports must be submitted annually for the first three years beginning in the year the first property is acquired or improved under the award and thereafter every three years.
- 2) For real property in which the Council retains an interest for 15 years or more, reports must be submitted annually for the first

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three years beginning in the year the first property is acquired or improved under the award and every five years thereafter.

At the end of the period of performance, the recipient must complete and submit Form SF-429 or any equivalent or successor form to the Grants Office with the final performance and financial reports.

C. Authorized Award Purpose

Recipient will, or will cause subrecipient to, hold and maintain the property/properties or easement(s) as pursuant to Authorized Award Purposes for the duration of the federal interest (as defined at 2 CFR § 200.1) in the property/properties. The Authorized Award Purposes are defined in the approved scope of work for the award stored within the electronic Grants Management System.

Before commencing any constructions other improvements not approved in the award, recipient will, or will cause subrecipient to, ensure that any alterations to or development on the property/properties are consistent with and will advance the Authorized Award Purposes. Existing structures on any property tract may be removed to achieve the Authorized Award Purposes. In all cases, any development on the property/properties, including removal of existing structures, must conform to federal, state, and local ordinances and standards, and shall remain subject to the requirements of any special award conditions.

D. Pre-Construction Requirements

Federal funds for construction costs for any project will not be released by the Council until the following information and documentation is received from the Recipient and accepted in writing by the Grants Office. If construction is commenced prior to the Council's acceptance, the Recipient and any Subrecipient proceeds at its own risk.

1) Title to real property improved under this award. In accordance with 2 CFR § 200.311, title to real property improved under this award will vest with the recipient or subrecipient, as specified in the application, and must be used only for authorized award purposes.

a. Before solicitation of bids for construction of a given project, the recipient will furnish the legal description of each tract of project real property, the type of ownership, including but not limited to fee-simple, long-term leasehold, easements and rights-of-way, needed for completion and maintenance of the project and an indication of what project element is to be built thereon.

b. When the project involves linear construction or improvements, such as installation of water or wastewater main lines, road improvements, or other less common types of construction requiring access across multiple tracts, recipients should contact the Council Grants Office for guidance on the types of evidence of title required.

The recipient shall certify that the recipient and/or subrecipient, if applicable, holds clear title to or otherwise has, as applicable, control of and/or access to all project real property and are not aware of any material restrictions or encumbrances that could interfere with any award purpose. In all cases, the recipient and subrecipient if applicable must disclose any ongoing litigation concerning the project property prior to requesting the release of federal funds for construction.

2) Engineering and design plans. The Recipient must provide to the Council Grants Office the cover sheet and such pages as necessary to demonstrate that 100% design and engineering plans and specifications for all construction activities funded under this award have been stamped/signed by a professional engineer currently licensed in accordance with State requirements.

a. For ecosystem restoration projects, or as otherwise directed by the Council Program Office, the recipient must provide a full and complete set of plans and specifications.

b. For projects activities not directly involving restoration of ecological systems (e.g., traditional "brick and mortar" construction, wastewater treatment system renovation), the recipient must provide to the Council Grants Office, at a minimum the cover sheet and such pages as necessary demonstrating that 100% plans and specifications for all construction activities funded under the award are complete and stamped/signed by a qualified, registered professional engineer.

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The Council's review is to ensure compliance with the terms and conditions of the award; the Council will not be responsible for the accuracy or completeness of design, dimensions, details, proper selection of materials, or compliance with required codes or ordinances. As between the Council and the recipient, these responsibilities rest solely with the recipient. For clarity, nothing in the foregoing is intended to limit or otherwise affect any of the recipient's rights or remedies in connection with any third party, including any of the recipient's subrecipients or contractors.

3) Notice of Federal Interest. Throughout the estimated useful life of a property acquired or improved under an award, the Council retains an undivided equitable interest in the property, sometimes referred to as the "federal interest." See 2 CFR §§ 200.1 and 200.316. The recipient and subrecipient acknowledge the federal interest when accepting the award or subaward. When a notice of federal interest is required, the recipient must provide written confirmation that a notice of federal interest or covenant of purpose and use has been filed in the relevant real property records prior to the commencement of construction. In submitting this information, the recipient and subrecipient represent and certify to the Council that neither are aware of any material restrictions or encumbrances that could interfere with any award purpose. The Council has relied upon and will continue to rely upon the Recipient's due diligence in protecting title to property needed for award purposes.

a. To document the federal interest for all properties or property interests acquired under an award, the Council's federal interest will be recorded through a restriction in the property deed and the filing of a notice of federal interest or covenant of purpose and use, unless otherwise specified in a special award condition.

b. To document the federal interest for properties improved under an award for which acquisition is not required, the recipient will, or as appropriate will cause subrecipient to, execute and record a notice of federal interest or covenant of purpose and use acceptable in form and substance to the Council, which must be perfected and placed of record in accordance with local law, with continuances re-filed as appropriate. A notice of federal interest or covenant is not required to be recorded when the following conditions apply, unless specified in a special award condition:

i. The costs of improvements to a single property are less than the Simplified Acquisition Threshold;

ii. The project is comprised of linear construction or improvements, such as installation of water or wastewater main lines or road improvements, requiring access across numerous properties; or

iii. The property is owned by a third party, such as a private landowner, and improved under an agreement between the third party and the recipient or subrecipient as applicable. When a third party is involved, the landowner's acknowledgement of the federal investment and responsibility to either maintain or, at a minimum not intentionally interfere with, the authorized purpose identified in the award must be included in the agreement between the parties under which the improvements will be conducted.

c. At a minimum, the Notice of Federal Interest will include the following items:

i. A statement that the award was made by the RESTORE Council to the specific recipient, including the Federal Award Identification Number, award title, and date of award;

ii. The location of the Project, including physical address;

iii. A reference to any agreement between the recipient, subrecipient and property owner, as applicable.

iv. A minimum length of time the Project will be in operation (which time must equal or exceed the estimated useful life); and

v. Language equivalent to the following:

"The Notice of Award for this grant includes conditions on use of the aforementioned Project Property and provides for a continuing Federal Interest in Project Property. Specifically, Project Property may not be used for any purpose inconsistent with the Award, RESTORE Act, and any program regulations governing the Award. In addition, the Property owner may not:

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v.1. Enter into any mortgage, lien, assignment or any other similar legal or equitable instrument in connection to Project Property or any right therein;

v.2. Otherwise encumber Property or any right therein;

v.3. Sell, transfer, assign, donate, or otherwise dispose of Project Property or any right therein; or

v.4. Take any action that would prevent or hinder Project Property from being used for Award purposes for 30 consecutive calendar days without the prior written approval of the Executive Director, Gulf Coast Ecosystem Restoration Council (or any successor agency).

In addition, Project Property may not be used in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, the Americans with Disabilities Act (42 U.S.C. 12204), and with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which laws prohibit discrimination on the basis of race, religion, national origin, or disability. These conditions are in accordance with the statutory provisions set forth in the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) (33 U.S.C. § 1321(t), Pub. L. No. 112-141), 2 CFR § 200 as applicable, the Notice of Funding Availability for Spill Impact Component Project Grants published by the Gulf Coast Ecosystem Restoration Council, and other terms and conditions of the grant award.

These grant conditions and requirements cannot be nullified or voided through a transfer of ownership. Therefore, any proposed change in usage or ownership must be approved in writing by the Executive Director, Gulf Coast Ecosystem Restoration Council.”

The recipient will also provide the Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law. Such a statement is required unless a waiver is provided in writing by the Grants Officer.

4) *Environmental compliance requirements.* The recipient must provide documentation demonstrating that the applicable environmental laws have been addressed prior to the release of construction funding. Accordingly, the recipient must furnish evidence, satisfactory to the Council, that the recipient or subrecipient has received all federal, state, and local permits and other documentation of compliance with applicable environmental requirements necessary for construction, completion and operation of the Project. In cases where a permit may be addressed under the construction contract, construction funds may be released with the condition that the recipient provides a copy of that permit to the Council prior to initiation of construction activities subject to that permit.

5) *Floodplain requirements.* If the property is located within the 100-year floodplain or other flooding risks have been identified by the recipient or the Council, the recipient must furnish evidence, satisfactory to the Council Grants Office, that all applicable floodplain requirements have been met. As appropriate to the project, this may include the following:

a. Floodplain Notice. That the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to the Council’s satisfaction. This notice may be satisfied through an environmental assessment or permitting process used as the vehicle for public notice, involvement and explanation per 44 CFR 9.8(b)(2).

b. Floodplain Protection. Certification by the project engineer or architect that the project facility will be adequately protected from damage by flood, or written confirmation from the State/local Floodplain Manager that the proposed project and any associated design and engineering plans are in accordance with all applicable floodplain ordinances/regulations.

c. Flood Insurance. In accordance with the Flood Disaster Protection Act (42 U.S.C. § 4002 et seq), that the community is participating in the National Flood Insurance Program, and that as required, the recipient has or will purchase and maintain, or as appropriate, will cause the subrecipient to have or purchase and maintain, flood insurance.

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6) *Americans with Disabilities Act (ADA) Compliance.* For any projects where funding will be used to provide, create or facilitate public access to project property, the recipient must furnish evidence satisfactory to the Council Grants Office, that the recipient or subrecipient will be in compliance with ADA requirements related to improvements to be constructed or operated under the project.

7) *Contingency.* If contingency funds are included in the approved award budget in accordance with 2 CFR 200.433, such funds will be described in the Budget Narrative for expenditures related to construction activities. Contingency funds may not be utilized for project scope changes, unforeseen risks or extraordinary events. Federal funds equal to the amount of contingency funds approved will not be released until documentation verifying that proposed contingency expenditures comply with 2 CFR 200.300 and 200.403, are necessary and reasonable for accomplishment of the award scope, and will be verifiable from the recipient's or subrecipient's financial records is submitted by the recipient and accepted in writing by the Grants Office.

8) *Updated construction schedules and cost estimates.* The Recipient must furnish the most recent construction schedules and cost estimates based upon the completed engineering and design plans and/or other information that has become available since the last update.

E. Administration, Operation and Maintenance

The recipient agrees to, or to cause the subrecipient to, administer, operate and maintain any property improved with federal funds for the project's estimated useful life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- 1) Strikes or work stoppage;
- 2) Floods, earthquakes, or other natural disasters;
- 3) Terrorist acts; and
- 4) Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

The recipient will provide documentation of the Administration, Operation and Maintenance Plan.

F. Acquisition of Real Property

Unless specifically described in an award scope of work, the acquisition of real property is not an allowable expense. In the event that acquisition of real property or an interest in real property is identified as necessary to achieve the objectives of an award, the recipient shall contact the Council Grants Office for instructions prior to expending any funds related to the acquisition of real property.

If any property used under the award is acquired during the period of performance, regardless of the source of funding, the Recipient will be required to provide documentation (such as an option agreement, purchase agreement, or letter of intent) between the seller and the Recipient that indicates agreement to the sale (or intent to agree if terms of a contract can be reached),

NOTICE OF AWARD (Continuation Sheet)

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and the price to be paid for the property. If such documentation is not obtainable, e.g., property heirs cannot be located after demonstrated due diligence, the Recipient may request a modification of this requirement from the Grants Officer.

G. Bonding

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the minimum bonding requirements are as follows:

- 1) A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.
- 2) A performance bond on the part of the contractor for one hundred percent (100%) of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- 3) A payment bond on the part of the contractor for one hundred percent (100%) of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

H. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 CFR § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient and Subrecipient, as applicable, must comply with these regulations and must obtain compliance with 41 CFR § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR § 60-4. The goal for participation of women in each trade area must be as follows:

- 1) From April 1, 1981, until further notice: 6.9 percent;
- 2) All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Specific Award Conditions;
- 3) Goals for minority participation must be as prescribed by Appendix B-80, 45 FR 65984 (October 3, 1980), or subsequent publications. The Recipient must include the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-6.

I. Davis-Bacon Act and Related Acts

As applicable, the recipient and subrecipient must comply with the provisions of the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148); the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 and 40 U.S.C. § 3145); and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), regarding labor standards for federally assisted construction sub-agreements (wage guarantees).

- 1) Davis-Bacon Act-related provisions are applicable if a project is classified as a “treatment works” as defined in 33 U.S.C § 1292; or for a construction project regardless of its classification if that project is receiving Federal assistance from another Federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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laborers and mechanics at a rate not less than the prevailing wages specific in a wage determination made by the Secretary of Labor. In addition, contracts must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor must be included in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

2) The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act, as supplemented by Department of Labor regulations (29 CFR part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). This Act provides that the recipient, subrecipient, contractor, or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The recipient or subrecipient, as applicable, must report all suspected or reported violations to the Council.

3) Finally, the Contract Work Hours and Safety Standards Act provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project. All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Equipment Title and Use

In accordance with 2 CFR 200.313, title to equipment will vest in the Recipient, primary subrecipient or lower-tier subrecipient(s) upon acquisition, subject to the following conditions.

A. The Recipient or subrecipient(s) must use, manage and dispose of the equipment acquired under the award in accordance with 2 CFR 200.313.

B. Equipment must be used for the authorized purposes during the period of performance.

6.

Reporting on Equipment

A. The Recipient or subrecipient must complete a physical inventory of equipment purchased under the award at least every two years in accordance with 2 CFR 200.313. The Recipient will submit a copy of the said inventory to the Council Grants Office per the attached reporting schedule.

B. At the end of the period of performance, the Recipient must complete and submit form SF-428 or any equivalent or successor form to the Grants Office with the final performance and financial report for all equipment for which the value exceeds \$5,000.

7. Recording Council’s Federal Interest in Equipment

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A. In accordance with 2 CFR 200.316, for any individual piece of equipment for which the acquisition price exceeds the Simplified Acquisition Threshold (SAT), the Recipient will execute and record a statement of the Council's interest on the Financing Statement (Form UCC-1) or other appropriate form of public notice acceptable in form and substance to the Council for any piece of equipment for which the acquisition price exceeds the SAT, which statement must be placed in public records in accordance with State and local law, with continuances re-filed as appropriate throughout the estimated useful life.

B. The Recipient will provide the Grants Office with a written statement from a licensed attorney in the jurisdiction where the property is located certifying that the federal interest has been protected, as required under the award and in accordance with local law, along with a copy of the instrument reflecting the recordation of the federal interest.

If the recipient has reason to request a waiver for the UCC-1 filing and written statement from a licensed attorney, please contact the Council office with rationale.

8. Inspection and As-Built Drawings

The final five percent (5%) of the contract amount for construction costs will not be drawn down by the recipient or subrecipient until final approval of construction associated with that contract. The recipient or subrecipient will schedule a final inspection when all construction has been completed, the architect/engineer has conducted their inspection, and any deficiencies have been corrected.

Representatives of the recipient or subrecipient, if applicable, the architect/engineer, the contractor(s), and the Council, if they so desire, will make the final inspection. The Council Program Officer must be given ten (10) business days advance notice of the final inspection so that their representative may participate.

The recipient must provide the Notice of Final Acceptance signed by the recipient or subrecipient, as applicable, and stamped/signed as-built drawings from the project engineer and Council staff must advise of their acceptance prior to the drawdown of the final five percent (5%) of construction contract funds. If required in a special award condition, the Electronic copy of the "Notice of Federal Interest" filed in the relevant real property records must also be provided prior to drawdown of these funds.

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP25AL0063-01-
00

1. GNSSP25AL0063 Award Notes

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, OFFICE OF MANAGEMENT AND BUDGET GUIDANCE FOR FEDERAL FINANCIAL ASSISTANCE AS ADOPTED PURSUANT 2 CFR § 5900.101 (2024).

This award incorporates by reference and gives effect to the most recent data available in the GrantSolutions system for the following item:

- ☒ BUDGET NARRATIVE

This award incorporates by reference and gives effect to the most recent data available in the PIPER system for the following items:

- ☒ PROJECT NARRATIVE
- ☒ METRICS

GCERC Internal Financial Codes:

FY25 - CatB 6013 - Cost Pool-GCCSTAL000

CAM 1 - GCCGALLGOALS

CAM 2 - GCCOTHERWSXX

CAM 3 - GCCALLOBJECT

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$2,287,500.00	\$2,096,981.00		\$190,518.00	The \$2,096,981 will be released when the Pre-Construction SAC is cleared.

SUBMISSION REQUIREMENTS FOR SPECIAL AWARD CONDITIONS

The following requirements are described in detail in the Special Award Conditions section of the award. Where indicated, the recipient must submit documentation or evidence to the Council to lift any applicable restrictions. In the event of any perceived inconsistency between this list and the Special Award Conditions, the Special Award Conditions are controlling.

SPECIAL AWARD CONDITION	SUBMISSION REQUIREMENT
Grant Project Performance and Financial Reporting	See Reporting Schedule in Award Notes.
Construction and Improvements to Real Property	
Estimated Useful Life and Federal Interest in Project Property	Recorded Notice of Federal Interest or Recorded Covenant of Purpose
Reporting on Real Property Acquired or Improved	Form SF-429
Pre-Construction Requirements	
Title to Real Property when project involves linear construction or improvements	Title and legal description of each tract. Real Property Certification
Engineering and Design Plans	Cover sheet of E&D plans that are stamped by a professional engineer
NOFI when acquisition is not required	Verification of recordation of NOFI and/or Covenant of Purpose
Environmental compliance requirements	Documentation of compliance with all environmental laws and regulations applicable to construction, completion and operation of project (e.g. applicable issued permits, ESA consultation documentation)
Floodplain requirements	Evidence that all applicable floodplain requirements have been met
Americans with Disabilities Act (ADA) Compliance	Certification that the recipient or subrecipient is in compliance with ADA requirements related to improvements to be constructed or operated under the project
Updated construction schedules and cost estimates	Construction schedule and estimates based on completed E&D plans
Administration, Operation and Maintenance	Certification of Administration, Operation and Maintenance Plan

Non-Federal Share Requirement	The predetermined percentage is the amount of the non-federal share provided under the subrecipient agreement \$11,460,000 divided by the subrecipient's total project cost \$13,556,981, or 84.53%. Must report on non-federal share expenditures throughout the period of performance.
Equipment Title and Use	Documentation of equipment disposition
Reporting on Equipment	SF-428
Recording Council's Federal Interest in Equipment	Financing Statement (Form UCC-1) or an equivalent form of public notice
Inspection and As-built drawings	10-Day Advanced Notice of Final Inspection Signed Notice of Final Acceptance Stamped and signed as-built drawings

REVISED REPORTING SCHEDULE

Reporting Task	Reporting Period	Task Due Date
Financial and Performance Reports	01/23/2025 to 12/31/2025	03/01/2026
Financial and Performance Reports	01/01/2026 to 12/31/2026	03/01/2027
Final Financial and Performance Reports	01/23/2025 to 10/31/2027	02/28/2028



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

None

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,465.00.00 be transferred from the District 7 General Fund, Discretionary Account DSC-07, from General Fund Account 10041020-42080 to the City of Mobile Treasury Department, it will be used to assist with the Mobile terrace Community Motorcade/Parade on March 8, 2025.

Adopted:

City Clerk

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
1622 Duval Street

Sponsored by: Councilmember William Carroll

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **1622 Duval Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **1622 Duval Street** to be **\$3,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$3,700.00** shall constitute a special assessment against the property at structure **1622 Duval Street** and being that property more particularly described as follows:

**W 48 FT LOT 11 & ALL OF LOT 12 BLK 21 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S R1W
#MP29 10 28 4 003**

Parcel No.: **29 10 28 4 003 077.XXX**

Owner: **JONES REOLA C/O TIMOTHY M JONES
15314 MESA DR
HUMBLE TX 77396**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **March 5, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **1622 Duval Street**, for the proposed amount of **\$3,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

January 9, 2024

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-021-24

LOCATION:
1622 Duval Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

Legal Description: W 48 FT LOT 11 & ALL OF LOT 12 BLK 21 TOULMIN TRT DBK 112 P 175 #SEC 28 T4S
R1W #MP29 10 28 4 003

Parcel Number: **29 10 28 4 003 077.XXX**

Amount: ~~\$3,500.00~~ **\$3,700.00**

Assessed: JONES REOLA C/O TIMOTHY M JONES
15314 MESA DR
HUMBLE TX 77396

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2203 Height Street

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2203 Height Street** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2203 Height Street** to be **\$7,700.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$7,700.00** shall constitute a special assessment against the property at structure **2203 Height Street** and being that property more particularly described as follows:

**LOT 4 RESUB OF LOTS 4 & 5 REVISED PLAT OF BLKS D-E DOG RIVER HGTS MBK 23/17
#SEC 37 T5S R1W #MP32 02 37 0 003**

Parcel No.: **32 02 3 0 003 055.XXX**

Owner: **PRECISE REALTY LLC
P O BOX 180474
MOBILE AL 36618-0474**

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **March 5, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2203 Height Street**, for the proposed amount of **\$7,700.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

January 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-031--24

LOCATION:
2203 Height Street

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 4 RESUB OF LOTS 4 & 5 REVISED PLAT OF BLKS D-E DOG RIVER HGTS
MBK 23/17 #SEC 37 T5S R1W #MP32 02 37 0 003**

Parcel Number: **32 02 37 0 003 055.XXX**

Amount: ~~\$7,500.00~~ **\$7,700.00**

Assessed: PRECISE REALTY LLC

PO BOX 180474
MOBILE AL 36618-0474

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

A RESOLUTION FIXING THE COSTS FOR THE DEMOLITION OF THE STRUCTURE AT
2079 Victory Drive W

Sponsored by: Councilmember C. J. Small

WHEREAS, notice has been duly given pursuant to Ordinance No. 11-085, adopted November 26, 2002, affording to all persons an opportunity to be heard concerning the *demolition* of the structure at **2079 Victory Drive W** and the City Council of the City of Mobile having held such public hearing in connection therewith;

WHEREAS, an itemized report in writing has been made to the City Council of the City of Mobile showing the costs involved in the *demolition* of the structure **2079 Victory Drive W** to be **\$4,100.00** and the City Council, having received the report and heard all objections which have been raised by any of the interested parties liable to be assessed for the cost of the work, finds and determines that such costs are reasonable and in all respects should be confirmed;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows: **\$4,100.00** shall constitute a special assessment against the property at structure **2079 Victory Drive W** and being that property more particularly described as follows:

LOT 28 BLK 3 VICTORY PL MBK 3 PGS 658-660 #SEC 32 T4S R1W #MP29 11 32 1 000

Parcel No.: **29 11 32 1 000 007.XXX**

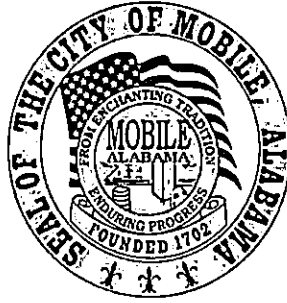
Owner: **HANDY LATREACE BARNES**
 P O BOX 50136
 MOBILE AL 36605

and the assessment hereby made and confirmed shall constitute a lien on and against said parcel of land for the amount of the assessment so made, and the report made to this body of the costs for the *demolition* of the structure upon said property is hereby in all respects confirmed.

Section 2. It is directed that a certified copy of this resolution shall be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk



LEGAL NOTICE

As set forth by the Nuisance Abatement Ordinance, notice is hereby given that on **March 5, 2025**, at 10:30 a.m., a hearing will be held by the City Council of the City of Mobile, Alabama, in the Auditorium of Mobile Government Plaza, 205 Government Street, in order to hear any objections which may be made by any persons, firm, or corporation regarding the fixing of costs, of the amount thereof, on the **demolition** of the structure at **2079 Victory Drive W**, for the proposed amount of **\$4,100.00**.

If you have any questions regarding this matter, please contact the City of Mobile **Municipal Enforcement Department at (251) 208-1538.**

Lisa C. Lambert
City Clerk

January 9, 2025

Ms. Lisa Carroll-Lambert
City Clerk
City of Mobile
Mobile, Alabama



Re: NUISANCE ABATEMENT – DEMOLITION OF STRUCTURE

PROJECT NUMBER:
ME-029--24

LOCATION:
2079 Victory Dr W

Dear Ms. Lambert:

The nuisance abatement structure, located at the above-referenced address, has been demolished and the property owners should be assessed as indicated:

**Legal Description: LOT 28 BLK 3 VICTORY PL MBK 3 PGS 658-660 #SEC 32 T4S R1W #MP29
11 32 1 000**

Parcel Number: **29 11 32 1 000 007.XXX**

Amount: ~~\$3,900.00~~ **\$4,100.00**

Assessed: HANDY LATREACE BARNES
PO BOX 50136
MOBILE AL 36605

The legal description and assessment information was furnished by Municipal Enforcement Department.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Gary L. Jackson', is written over the 'Sincerely yours,' text.

Gary L. Jackson, Deputy Director
Municipal Enforcement Department
(251) 208-1540

CC: City Council Member C. J. Small, David Daughenbaugh, James Roberts, file copy

RESOLUTION

SPONSORED BY: COUNCILMEMBERS CORY PENN, WILLIAM CARROLL, JOSH WOODS,
AND MAYOR WILLIAM S. STIMPSON

WHEREAS, Alexander G. Trenier, Deputy Chief of the Mobile Fire-Rescue Department joined the Mobile Fire-Rescue Department in 1987, following in the long line of Treniers who have served the City of Mobile,

AND WHEREAS Deputy Chief Alexander G. Trenier rose through the ranks of the Mobile Fire-Rescue Department, being promoted to driver in 1991 and captain in 1994.

AND WHEREAS Deputy Chief Alexander G. Trenier was one of the City of Mobile's first Black district chiefs and was promoted to deputy chief in 2018.

AND WHEREAS Deputy Chief Alexander G. Trenier's influence extended far beyond the firehouse, particularly at the Dumas Wesley Community Center where he selflessly dedicated his time and energy to supporting its mission and the children in its care.

AND WHEREAS for generations, the family name Trenier has been synonymous with firefighting in the City of Mobile.

AND WHEREAS a member of the Trenier family has concurrently belonged to the City of Mobile fire department for 200 years, even before Mobile had an official, paid department.

AND WHEREAS the Trenier family can trace their history with firefighting in Mobile to the establishment of The Creole #1 Fire Department in 1819. Creole #1 was the very first provider of fire protection in the city of Mobile, having begun as a volunteer fire company.

AND WHEREAS the Trenier family was part of the Creole #1 Fire Company when, in 1888, the decision was made by city officials to create a paid Fire Department and Creole #1 was accepted as a member of this paid department.

AND WHEREAS members of the Trenier family were members of the last crew of Creole #1 in 1971 when the Mobile Fire Department was integrated.

AND WHEREAS since the Mobile Fire Department was integrated there has been a member of the Trenier family continuously in the ranks of the City of Mobile Fire-Rescue Department.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA that the fire station, currently known as the Crichton Fire Station located at 200 Davenport Avenue in the City of Mobile be henceforth and evermore named ALEXANDER G. TRENIER FIRE STATION.

Adopted:

City Clerk

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

Sponsored by: Councilmember C. J. Small

WHEREAS, *Councilmember Small wishes to appropriate \$500.00 to **Gulf Coast Caribbean Carnival Association**, from the District 3 Discretionary Fund (10041020 42080); and*

WHEREAS, **Gulf Coast Caribbean Carnival Association**, 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 **Gulf Coast Caribbean Carnival Association**, will be used to *assist with upcoming events and projects scheduled to take place at Mardi Gras Park for the 2025 calendar year.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to Gulf Coast Caribbean Carnival Association**, 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 Joel Daves

WHEREAS, *Councilmember Daves wishes to appropriate \$10,000.00 to **The Village of Springhill, Inc.***, from the *District 5 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Village of Springhill, 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 ***The Village of Springhill, Inc.***, will be used to *assist with maintenance work in District 7*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$10,000.00 to The Village of Springhill, Inc.***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$1,500.00 to Mobile County Public School System*, from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mobile County Public School System***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Mobile County Public School System***, will be used to *assist with the South Alabama Regional History Day Competition*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,500.00 to Mobile County Public School System***, 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 Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$1,000.00 to **Gulf Coast Caribbean Carnival Association**, from the District 7 Discretionary Fund (10041020 42080); and*

WHEREAS, **Gulf Coast Caribbean Carnival Association**, 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 **Gulf Coast Caribbean Carnival Association**, will be used to *assist with upcoming events and projects scheduled to take place at Mardi Gras Park for the 2025 calendar year.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$1,000.00 to Gulf Coast Caribbean Carnival Association**, 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 Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$500.00 to JagGirls*, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, **JagGirls**, 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 **JagGirls**, will be used to *assist with the Champagne Brunch & Bingo on Saturday, March 22, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to JagGirls**, 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 Gina Gregory

WHEREAS, *Councilmember Gregory wishes to appropriate \$4,900.00 to **The Village of Springhill, Inc.***, from the *District 7 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***The Village of Springhill, 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 ***The Village of Springhill, Inc.***, will be used to *assist with maintenance work in District 7*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$4,900.00 to The Village of Springhill, 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



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

To transfer \$23,500.00 from Capital Improvement Fund #2000 (Capital Project #SDW24) CIP 2024 CW Sidewalk Repair & Maint to Grant Fund #5001 G-TAPVOS.MATCHINGR. These funds will be used as a Grant Match for Village of Springhill near CVS and Holiday.

Amount of Contract:

Funding Source

Capital Improvement Fund (2000)

ATTACHMENTS:

1. RESOLUTION-CAPITAL TRANSFER TO GRANT FUND SDW24

REVIEWERS:

Relya Mallory

Scott Collins

Chris Kern

James Barber

RESOLUTION

Sponsored by: William S. Stimpson, Mayor
Gina Gregory, City Councilperson District 7

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA**, that the sum of \$23,500.00 in the Capital
Improvement Fund (2000) be reallocated from Capital Project #SDW24 CIP
2024 CW Sidewalk Repair & Maint to Grant Fund (Fund 5001)
5001.5001.49030 G-TAPVOS.MATCHINGR. These funds will be used as
a match for streetscapes in the Village of Springhill in the area near CVS
and Holiday.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Cooperative agreement with Alabama Department of Transportation for Bridge and Bayway project. 2/27 Capital Projects removed from workflow per Jessica White.

Amount of Contract:

0.00

Funding Source

ATTACHMENTS:

1. I 10 Mobile River Bridge and Bayway Project Cooperative Agreement (ALDOT)

REVIEWERS:

Jessica White

Nicholas Amberger

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor Williams 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
contract attached hereto and made a part hereof as set forth in full, subject to the company
signing the contract and furnishing the required bonds and insurance. A copy of said
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 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] (the “Bayway Design Build Agreement”, collectively with the Bridge Design Build Agreement, the “Design Build Agreements”);

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.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

This was added after the deadline at the request of Chris Kern, on behalf of Ricardo Woods.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. arena intergovernmental contract
2. Resolution.MobileCounty.MobileArenaProject

REVIEWERS:

Lana Gauthier

Lana Gauthier

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE

WHEREAS, Mobile County, Alabama (“County”), a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission, and the City of Mobile, Alabama, a municipal corporation, acting by and through its duly authorized Mayor (“City”), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of the funds referenced herein; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements for the improvement, construction, management, and maintenance of buildings and recreational facilities which benefit the public on land lying within the corporate limits of an incorporated municipality and a county; and the County and the City finding it appropriate to facilitate the construction of a new public civic arena in Mobile; and

WHEREAS, the City has awarded a contract for construction of the new Mobile Arena to B.L. Harbert International, LLC; and

WHEREAS, the County desires to contribute financially to assist in the construction of the arena; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project;

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City (“Parties”) enter into the following mutual agreement:

1. That the County shall appropriate to the City the sum of Ten Million and 00/00 Dollars (\$10,000,000.00) (“Funds”) which funds the City shall utilize solely toward the construction of the new civic arena. These appropriated funds shall supplement and not supplant any contribution from the City.

2. That the Funds shall be payable over a two (2) year period, beginning upon joint execution of this Agreement, in two installments of Five Million and 00/100 Dollars (\$5,000,000.00) each, disbursed upon receipt of a written requests for payment by the City. Any funds not used by the City for the purpose set out herein shall be refunded to County.

3. That parties shall in the performance of this contract comply strictly with all state and federal laws, rules and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under applicable federal or state law.

4. That City shall be and at all times remain responsible for the design, improvements, and construction of the arena, and County shall have no liability in connection therewith.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST:

MOBILE COUNTY COMMISSION

E. Edwin Kerr, County Administrator

Merceria L. Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert, City Clerk

William S. Stimpson, Mayor

Date: _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County Commission and City of Mobile for the Mobile Arena Project, attached hereto or one worded substantially similar thereto, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive funding. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Purpose and Scope of Project:

Contract with Waylon's Wildlife Services, LLC, for nuisance beaver control on City drainage ditches.

Amount of Contract:

NTE \$13,1000.00 per year for up to three years.

Funding Source

General fund 1004.2086.42200

ATTACHMENTS:

1. 2025 Beaver Agenda Package

REVIEWERS:

Donald Rose
Scott Collins
Chris Kern
Brandi Montgomery
James Barber

AGENDA ITEM SUMMARY SHEET

Agenda of: 5 March 2025 Date Item No. _____

Submitted by: PURCHASING Department JOHN PAINE Department Head

Sponsored by: WILLIAM S. STIMPSON Name MAYOR Title

Reviewed by: _____ Executive Director

Routing Authorized: _____ Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: NUISANCE BEAVER CONTROL SERVICE

PURPOSE & SCOPE OF PROJECT:
TO PROVIDE NUISANCE BEAVER CONTROL SERVICE

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$13,100.00 / YEAR (\$1,100.00/MO.)

FUNDING SOURCE:

Budget Item: 1004-2086-42200 Discretionary Funds: N/A

Budget amendment: REDUCE ☒ INCREASED ☐

Grant funds: N/A Matching funds: N/A

Associated Costs:

Current year (itemize)
Type: N/A Amount: N/A

Future years
Year: N/A Amount: N/A

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

Effective date of contract: ONE YEAR FROM APPROVAL

Renewal date of contract (if applicable): 1 YEAR

If not bid, state reason: _____

How many bidders received bid packages (if applicable): 10

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, a contract, by and between the City of Mobile and the Waylon's Wildlife Services, LLC, to provide nuisance beaver control services, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount not to exceed \$13,100.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk

Service Contracts over \$15,000, subject to Ala. §41-16-50 *et seq.*
(1975)

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__, by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, WAYLON'S WILDLIFE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

WITNESSETH, that this Provider and the City, for the considerations stated herein, agree as follows: To provide Nuisance Beaver Control Service as per City of Mobile Bid #5931.

ARTICLE 1. Scope of the Work. The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein.

ARTICLE 2. Insurance: For the term of this Agreement, Provider 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 name the City of Mobile as an additional insured*, and shall attach to this Agreement, as proof thereof and as Exhibit B, a certificate of insurance(s) issued by an agent licensed and qualified to do business in the State of Alabama:

- a. General Liability insurance – public liability including premises, products and complete operations.

- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
Or, (in lieu of (1) and (2) above
 - (3) Bodily injury and property damage combined –
\$500,000 per occurrence
- b. Comprehensive – Automobile Liability Insurance including owned, non-owned, and hired vehicles.
- (1) Bodily injury liability:
\$250,000 each person
\$500,000 each occurrence
 - (2) Property damage liability - \$100,000 each occurrence.
 - (3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined –
\$500,000 per occurrence

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Provider'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 the City shall have been given written notice of such alteration or termination delivered to the City not less than thirty (30) days before the effective date of such alteration or termination.

c. Professional liability insurance

Provider shall provide a certificate of professional liability insurance coverage naming the City of Mobile as an additional insured. Coverage shall be, at a minimum, \$1,000,000.00 per event.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. 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, Provider 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.

ARTICLE 4. Indemnification: Provider 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 Provider, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Provider 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 Provider or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7. Licenses, permits, etc.: Provider shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. See Exhibit C which is attached hereto and incorporated by reference herein.

ARTICLE 8. No Agency Relationship Created: Provider, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Provider provided for herein are performed, but on the contrary, Provider shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Provider shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Provider shall provide two copies of any invoice, upon satisfactory completion of service, as verified by written statement of the department(s) to which service was provided, to the Accounting Department, City of Mobile, 205 Government Plaza, Mobile, AL 36602, or P. O. Box 389, Mobile, AL. 36601

ARTICLE 11. Termination of Contract: The City or Provider may terminate the Agreement upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Provider on this form. Notice to the City shall be addressed to ATTN: Purchasing Agent, City of Mobile Purchasing Department, South Tower – Room 408S, 205 Government Street, Mobile, AL 36602, or P. O. Box 1948, Mobile, AL 36633. The City shall not be liable for payment to the Provider for lost profit or damages, as the result of its termination of the Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices: Notice for the City shall be mailed to:

Purchasing Agent
City of Mobile
4th Floor, South Tower
205 Government Street
Mobile, AL 36602

OR

P. O. Box 1948
Mobile, AL 36633

Notices to Provider shall be mailed to:

Randy Howell
P.O. Box 190962
Mobile, AL 36619

ARTICLE 14. 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.

Verification of Provider's enrollment in the E-Verify program is attached to this Agreement as Exhibit D and incorporated by reference herein.

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement 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 Provider by such duly authorized officers or individuals as may be required by law.

PROVIDER, Randy W Howell
Randy W Howell, Its owner (title)

On behalf of WAYLON'S WILDLIFE SERVICES LLC

2/26/25 Date

State of Alabama

Mobile County

I, Rhonda D. Lewis, a Notary public in and for said County, in said State, hereby certify that Randy W. Howell, whose name as owner of Waylon's Wildlife Svc., a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as owner (corporate title) as aforesaid. Given under my hand this the 26th day of February, 2025.

Rhonda D. Lewis
Notary Public

My Commission expires on: 3-22-25

CITY,

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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

Typed by: _____ en Buyer: _____ 002

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

DATE 01/17/2025	BID NO. 5931	DEPARTMENT Public Works	Commodities to be delivered F.O.B. Mobile to: TO BE SPECIFIED
---------------------------	------------------------	-----------------------------------	---

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

12:01 PM, Friday, January 31, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Nuisance Beaver Control Service This bid is for a Nuisance Beaver Control Service within the corporate limits of the City of Mobile. Service will be to control and/or remove nuisance beavers from the City of Mobile stormwater drainage system. Vendor will be providing monthly or as needed nuisance beaver control. There are initially 23 locations to be monitored. Locations may be added, deleted, or changed during the course of the contract. The initial contract will be for a one (1) year period, with an option for two (2) additional one (1) year periods. Before the bid is awarded, the successful vendor will need to provide the City with a copy of their business license and their certificate of insurance as defined elsewhere. Aerial photos of areas of concern may be viewed at: https://cityofmobile.org/BIDS/?bid=3818 Successful vendor will need to sign a contract prior to award. A sample of the contract is attached. You <u>do not</u> have to sign and return the attached sample.	1 year	13	200.00		
			TOTAL			

Page 1 of 3

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

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

Phone Number 251-709-4598

Firm Name Waylon's Wildlife Services LLC

Email Address Randy.howell.25@gmail.com

Signature Randy Waylon Howell

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

Type or Print Name Randy Waylon Howell

Annual
(cost) \$13,200 ÷ 12 months
= 1,100⁰⁰
month

$$13,200 \div 12 = 1,100 \text{ / month}$$

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Vendor must provide with this bid of a copy of the state of Alabama Wildlife and Freshwater Fisheries permit as a nuisance wildlife control operator in the State of Alabama and Mobile County. Bidder shall list their experience as a nuisance wildlife control operator in the bid. Vendor shall provide references with whom they have provided nuisance control services. 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.					
		1 year	13200.00			
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Waylon's Wildlife Services LLC
By Randy Waylon Howell

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 CONE OF SILENCE. From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. Any questions or problems, contact the City of Mobile Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE.					
		1 year	13200.	00		
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Waylon's Wildlife Services LLC
By Randy Waylon Howell

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

Specifications for Beaver Trapping, Removal and Disposal

- A. City of Mobile requires the services of a qualified, permitted nuisance wildlife control operator to control beaver populations impacting the City's stormwater system.
- B. **QUALIFICATIONS.** Minimum requirements for the selected vendor include:
 - 1. Permitted by the Alabama Division of Wildlife & Freshwater Fisheries as a Nuisance Wildlife Control Operator either statewide or in Mobile County.
 - 2. Seven years of experience in wildlife control.
 - 3. Specific experience in nuisance beaver control.
 - 4. City of Mobile business license (to be provided at contract award).
 - 5. Liability, auto, and statutory workers compensation insurance, naming the City as an additional insured (to be provided at contract award)
- C. **GENERAL REQUIREMENT.** Vendor shall be responsible for the protection of the below listed stormwater drainage locations from beaver impacts that inhibit the effective flow of stormwater. Vendor shall do this through:
 - 1. The placement of a minimum number of specified traps in specific locations.
 - 2. Regularly scheduled site inspections of specified locations
 - 3. Detection and assessment of beaver activity
 - 4. Development of beaver control plans
 - 5. Consultation with the City regarding beaver activity and recommended control measures,
 - 6. The diversion or removal of nuisance beavers.
 - 7. Regular reporting to the City on inspection and control activities.
- D. **EQUIPMENT.** Vendor is required to provide all traps, control, and documentation equipment. Vendor will determine the appropriate type of trap for each location, with City concurrence.
- E. **PERFORMANCE STANDARDS.** Vendor must follow state, federal, and industry guidelines for the safe, effective, and humane capture and removal of wildlife, and the use and carriage of any tools, traps, weapons, or chemicals. Vendor shall primarily operate on City property and right of way and easements, but may be required to enter private property to perform the work. Vendor is required to be aware of any need to enter private property and to obtain written permission to do so.
- F. **WEEKLY VISITS OF TRAP LOCATIONS.** Vendor shall plan to provide and maintain/install the following number of traps and inspect, and use other control equipment when necessary for the following locations described below and mapped in Exhibit A - **ONCE A WEEK** per week. **Trap laydown may be amended post-contract award upon City concurrence:**
 - 1. Hamilton Blvd (3 traps)
 - 2. Rabbit Creek @ Rangeline Rd (2 traps)
 - 3. Hannon Rd#1 (3 traps)
 - 4. Hannon Rd#2 (2 traps)
 - 5. Robinson Bayou (2 traps)

6. Spring Valley Dr (2 traps)
7. Moore Creek (2 traps)
8. Shipyard Rd (3 traps)
9. Upper end of Langan Park (4 traps)
10. Three Mile Creek @ Tennis Ct (6 traps)
11. Magnolia Grove Pkwy (2 traps)
12. Autumndale Dr (2 traps)
13. Halls Mill Rd @ Catfish House
14. Charles Wood Japanese Garden (Forest Hill/Zeigler)
15. Bowers Lane and Muddy Creek (Old Military Rd)
16. Tricentennial Park
17. Demetropolis Rd
18. Montlimar Creek (Dog River)
19. Montlimar Creek (near Springhill College)
20. Montlimar Creek (Dog River/Hwy 90)
22. Southern Langan Park (near Tennis Court/Mobile Museum of Arts)
23. Cody Rd @ Pine Run Rd

- G. **INVOICE AND REPORTING.** Vendor will bid and invoice a monthly rate for the services provided above. Invoicing will be in arrears for the just-completed monthly service. With the invoice, Vendor also will submit a monthly report containing the following information.
1. Site name
 2. Date(s) visited
 3. Trap or other equipment at the site
 4. Observations, including at least one geo-tagged photograph documenting site conditions per month.
 5. Trapping, removal, or diversion activity conducted, including photos and description of any wildlife removed.
 6. Any incidents, accidents, injuries, or public engagement at the site.
 7. Recommendations regarding the site.
- H. During the term of the Contract, City may elect to marginally adjust the scope of work, in consultation with vendor, to include trap or inspection locations, visit frequency, or reporting, to improve the overall objective of stormwater system functionality and minimize negative wildlife impacts on stormwater system performance.

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2025

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 Christian-Baker Company PO Box 158 Camp Hill PA 17001	CONTACT NAME: Joanne Krepps	FAX [A/C, No]: 717-761-5810	
	PHONE [A/C, No, Ext]: 717-761-4712	E-MAIL ADDRESS: wildlifeservice@christianbakerco.com	
INSURED Waylon's Wildlife Services, LLC 9781 Pine Springs Road Irvington AL 36544	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Companies		10677
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

License#: 59385
HOWELLR-01

COVERAGES

CERTIFICATE NUMBER: 371208776

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			ETN0650463	2/25/2025	2/25/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

For Information Purposes

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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The Cincinnati Insurance Company

A STOCK COMPANY

P.O. BOX 145496, CINCINNATI, OHIO 45250-5496

6200 S. Gilmore Rd., Fairfield, OH 45014

CERTIFICATE OF COVERAGE

Certificate Number: HOWELLR-01	Certificate Period: Effective: 2/25/2025 Expiration: 2/25/2026
Certificate Holder: WAYLON'S WILDLIFE SERVICES LLC 9781 PINE SPRINGS ROAD IRVINGTON AL 36544 Phone Number: 251-709-4598	
First Named Insured: Wildlife RPG, Inc.	Policy Number: ETN 0650463
Agency: Christian-Baker Company 26 N. 9th Street, Lemoyne, PA 17043 Phone: 717-761-4712	
LIMITS OF INSURANCE	
COMMERCIAL GENERAL LIABILITY COVERAGE	
Each Occurrence Limit:	\$ 1,000,000.00
General Aggregate Limit:	\$ 2,000,000.00
Products-Completed Operations Aggregate Limit:	\$ 2,000,000.00
Personal & Advertising Injury Limit: (Any One Person or Organization)	\$ 1,000,000.00
Damage to Premises Rented to You Limit: (Any One Premises):	\$ 300,000
Medical Expense Limit (Any One Person):	\$ 5,000
IN-TRANSIT POLLUTION COVERAGE	
In-Transit Each Claim Limit:	\$ Not Applicable
Forms and/or endorsements applicable to the "certificate holder" listed above: See the Declarations for a list of forms, endorsements and limits GA 472 CG 2149 CG 2415 DOES NOT APPLY R3 GA 205 DOES NOT APPLY CG 2616 DOES NOT APPLY CG0001 R3 GA 202 CG 0300	
This Certificate of Coverage is part of the Policy.	
Notification of an action, claim, or "suit" is to be directed to the Agency listed above or: The Cincinnati Insurance Company P.O. Box 145496 Cincinnati, Ohio 45250-5496 Phone number 1-877-246-3461 Notification of an action, claim, or "suit" made to the first Named Insured does not constitute notice to us or our agent.	

EXHIBIT C

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 94811 LAST 4 FEIN/SSN: 0
OWNERSHIP: LLC STATE ID:
ZONING CERT: EMPLOYEE ID: 91054050LW
LEGAL BUSINESS NAME: WAYLONS WILDLIFE SERVICES LLC
PHYSICAL ADDRESS: 9781 PINE SPRINGS RD IRVINGTON, AL 36544
MAILING ADDRESS: 9781 PINE SPRINGS RD IRVINGTON, AL 36544
BUSINESS PHONE: 601-947-8053 CELL PHONE:
BUSINESS FAX: START DATE: 04/24/2012
JURISDICTION: CO TAX CODES: CUO
TERRITORY: T4 ACCOUNT TYPE: B
EMAIL: #VENDING: VEND OWN:

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>ADDRESS</u>	<u>DL #</u>	<u>SSN</u>	<u>PHONE</u>	<u>DOB</u>
WAYLONS WILDLIFE SERVICES LLC	LLC	P O BOX 190962 MOBILE, AL 36619			251-709-4598	

LICENSE INFORMATION

<u>CODE TITLE</u>	<u>YEAR</u>		<u>AMT DUE</u>	<u>AMT PAID</u>
561439 BUSINESS SERVICES NEC CITY	2025	SUB TOTAL:	\$1,332.00	\$1,332.74
BUSINESS LICENSE PENALTY	2025	ISSUE FEE:	\$95.43	\$95.43
		ZONING FEE:	\$0.00	\$0.00
		GRAND TOTAL:	\$1,427.43	\$1,428.17
		OUTSTANDING BALANCE DUE:	-\$0.74	

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: _____

ID: _____

DATE: 2/26/2025

SIGNATURE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 94811 LAST 4 FEIN/SSN: 0
OWNERSHIP: LLC STATE ID:
ZONING CERT:
LEGAL BUSINESS NAME: WAYLONS WILDLIFE SERVICES LLC
PHYSICAL ADDRESS: 9781 PINE SPRINGS RD IRVINGTON, AL 36544
MAILING ADDRESS: 9781 PINE SPRINGS RD IRVINGTON, AL 36544
BUSINESS PHONE: 601-947-8053 CELL PHONE:
BUSINESS FAX: START DATE: 04/24/2012
JURISDICTION: CO TAX CODES: CUO
TERRITORY: T4 ACCOUNT TYPE: B

OWNER INFORMATION

<u>NAME</u>	<u>ROLE</u>	<u>OWNER ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
WAYLONS WILDLIFE SERVICES LLC	LLC	P O BOX 190962	MOBILE	AL	36619

LICENSE INFORMATION

<u>CODE</u>	<u>CODE TITLE</u>	<u>YEAR</u>
561439	BUSINESS SERVICES NOT ELSEWHERE	2025

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ID: .

DATE: 2/26/2025

SIGNATURE



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
WILDLIFE AND FRESHWATER FISHERIES DIVISION



NUISANCE WILDLIFE CONTROL BUSINESS PERMIT - Permit Number: _____

This permit allows Waylon's Wildlife Services LLC and its agents (listed and attached) to take and/or trap wildlife causing agricultural damage, property damage, and/or presenting a possible safety or health hazard for property/business owners located in Mobile, Baldwin, Conecuh, and Monroe County(s), under the following conditions:

- **NO** shooting of any animals at night.
- Nuisance wildlife control efforts by use of dog(s) is prohibited under this permit.
- Nuisance wildlife control efforts will be conducted at landowner (or his agent) request only, which will be verified by their signature on the attachment to this permit. All control efforts will be limited to properties described in the attachment.
- Sick or injured animals shall be euthanized in the least conspicuous and most humane manner possible.
- It is strongly recommended that rabies vector furbearers (i.e., raccoons, skunks, foxes, and coyotes) be euthanized, except when released at site of capture. All other apparently healthy animals shall be released into suitable habitat with landowner permission.
- **NO** animal shall be transported alive across any county line or major river system without prior approval from WFF.
- **NO** animals shall be held in captivity, other than during capture and transport.
- Dead animals shall be disposed of in accordance with any/all state laws.
- **Except for furbearers during the designated furbearer season**, no animal, or any part thereof, captured pursuant to this permit shall be offered for sale, sold, traded, or bartered for anything of value or used for personal benefit.
- A semi-annual report (including species, number taken, and disposition) shall be provided to WFF within 30 days after February 28 and September 30, the expiration of this permit. Failure to provide **accurate** reports will result in the cancellation of the permit.
- Special authorization is required from WFF and/or the U.S. Fish and Wildlife Service for Federally protected wildlife, any Alabama protected non-game wildlife, bear, alligator, deer, turkey, or bat.

Special Considerations and Notes:

Upon accepting this permit, Waylon's Wildlife Services LLC and its agents shall assume any and all risks and responsibilities for their actions and release the State of Alabama, the Department of Conservation and Natural Resources, and its employees and agents, from any and all liabilities from any accident, injury, disease, or any other incident arising from activity allowed under the issuance of the permit. All agents must possess a valid Alabama Fur Catchers License to capture animals designated as furbearers, in addition to any other business licenses. This permit may be cancelled at any time when it is deemed in the best interest of the State. A copy of this permit shall be in your agent's possession at all times when engaged in this activity.

THIS PERMIT IS VALID FROM 10/1/2024 **AND EXPIRES** 9/30/2025

Date: 1/29/2025 Permit Holder's Phone Number: _____
Address: 9781 Pine Springs Road
Approval Signature Wildlife Biologist _____ Email: randyhowell25@gamil.com

Wildlife Biologist's Phone Number: 334-819-6443 **Distribution:** copies to Montgomery and all District Offices where work is permitted

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

Res Freshwater Fishing

Outdoor
ALABAMA

Res Fur Catchers (>90 days
residency requirement)

Outdoor
ALABAMA

License #

2025045253649490

Valid

10/04/24 02:12 PM - 09/30/25 11:59 PM

Hunter Education #

SUPERVISION

Wildlife Heritage

Outdoor
ALABAMA

SWITCH PROFILE

PURCHASE LICENSE

Christian Baker COMPANY

Insurance & Bonding

I hereby apply for General Liability coverage and enroll for Accident Insurance as offered through the National Wildlife Control Operators Association (NWCOA) described in the Certificate of Coverage. I understand that coverage will not take effect until the full premium and application/enrollment have been received by our authorized representative.

Name of Owner/Applicant Randy Waylon Howell Our Company is ☐ Individual
☐ Partnership
☒ LLC
☐ Corporation

Business Name Waylon's Wildlife services LLC

Street Address 9781 Pine Springs Rd

City Irvington State AL Zip 36544

Telephone Number: 251-709-4598 Fax Number: N/A Number of Technicians: 0

EIN _____ Email address: Randyhowell25@gmail.com

Name of Owner: Randy Waylon Howell

Name of Co-owner: N/A

Name of Technician _____

Name of Technician _____

Name of Technician _____

Name of Technician _____

Do you currently have other Accident or Medical insurance in force? NO

If yes, Name of Company and Policy Number _____

Requested Effective Date of Coverage _____

Have you had any claims? NO If yes, describe and list amount paid by your insurance company on a separate sheet.

General Liability Limit: \$1,000,000/\$2,000,000 (Occurrence/Aggregate)

Pesticide endorsement Yes ☐ No ☒ If yes, Basic ☐ Expanded ☐

If Pest Endorsement, Transit Pollution Liability: Yes ☐ No ☐ \$50,000 ☐

Are you a Member of the NWCOA? Yes ☐ No ☒

Are you a Certified Wildlife Control Professional with NWCOA? Yes ☐ No ☒

Accident Insurance Coverage Limits are as stated in the attached Accident Insurance Description of Coverage.

By signing below, I acknowledge that I have read and understand the following statements:

Name of Applicant/Enrollee Randy waylon Howell

I understand that I must be a member in good standing with NWCOA to qualify for the insurance coverage offered on this enrollment form.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I understand that under the accident policy any claim that occurs while I am operating a vehicle or riding as a passenger in a vehicle, the claim will be considered a "not at work claim" and would be paid under the "24-hour coverage". You are not at work if you are in a vehicle.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I understand that under the accident policy, any claim for "hernia" will not be considered an accident. There is no coverage for hernia under the accident policy.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I acknowledge that there is no coverage under the general liability policy or under the accident policy for any work involving bears, crocodiles, alligators, termites, bedbugs, chemical fumigation, chemical tenting, or chemical fogging except fogging specifically designed to control odors.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I acknowledge that there is no coverage under the general liability policy or under the accident policy (at work coverage) for anything other than Nuisance Wildlife Control Operations and Exclusion Work. This policy provides no Liability coverage for anything that is not Nuisance Wildlife Control Operations and Exclusion Work.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I understand that my policy premium is "fully earned" when the policy is issued. I understand that "fully earned" means that I will not get a refund on my policy if I cancel the policy prior to its expiration.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

I acknowledge that I have received and understand the Accident Insurance Description of Coverage and hereby request coverage from Berkley Life and Health Insurance Company or StarNet Insurance Company for an Accident Insurance Policy. I understand that insurance will be in force as of the effective date indicated in the issued policy if this request is accepted and the required premium is received by the insurer.

I declare that all information provided above and, in any attachments, hereto is true and correct and understand that such information is material to insurer's decision to provide this insurance, and that any insurance will be provided at the insurer's sole discretion, in reliance upon the truth of such information.

I understand that coverage under the policy is ACCIDENT ONLY coverage. It does not constitute comprehensive health insurance or major medical insurance coverage. **It therefore does not, nor is it intended to, satisfy the "minimum essential coverage" requirements of the Patient Protection and Affordable Care Act.**

I understand that coverage does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit the insurer from offering or providing insurance.

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. (Fraud language varies by state. Please see Fraud Warnings page.)

Electronic Signature Disclaimer:

If this application is signed electronically, you agree your electronic signature is the legal equivalent of your manual signature and that your electronic signature constitutes your acceptance and agreement as if this application was signed by you in writing. Furthermore, you consent to be legally bound by all statements made by you in this application for insurance. You also agree that no certification authority or other third-party verification is necessary to validate your electronic signature and that lack of any such certification or verification will not in any way affect the enforceability of your electronic signature.

Applicant/Enrollee signature Randy W Howell Date 1/26/25

Christian-Baker Company | P.O. Box 158, Camp Hill, PA 17001 | Phone: 717-761-4712 | Fax: 717-761-5810

Email: Trey Minskey TreyM@christianbakerco.com or Jim Pace JimP@christianbakerco.com

Reference sheet

1. Mobile County public works

Neil Howard 251-472-5055

2. MAWASS

Steve Davis 251-463-7021

3. MAWASS

Cory 251-404-2275

4. City of Mobile

Ashley Adams ashley.adam@
cityofmobile.org

5. City of Mobile

Kina Andrews kina.andrews@
cityofmobile.org

EXHIBIT D

[Here's how you know](#)



Menu

My Company Account

My Company Profile

Company Information

Company Name

Waylons wildlife Services LLC

Doing Business As (DBA) Name

Company ID

1114658

Enrollment Date

Aug 02, 2016

Employer Identification Number (EIN)

455298307





CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

This amendment agreement is between the City of Mobile and GRW Engineers, Inc. to increase the contract amount by \$484,830.00 for additional services and extend the period of performance by two (2) years to correspond to the RESTORE Subaward Grant Agreement Amendment. This amendment to the agreement covers mapping and field inventory of the Stormwater features throughout the recently annexed areas of City of Mobile. This data will then be digitized in an ArcGIS GeoMetric Network that will contain structures, pipes and drainage ditches. Previous work covered the entire City before the annexed areas were added.

This contract amendment is funded through the subaward agreement amendment for Grant Number SIP15-MASM between the ADCNR and the City of Mobile for Mobile Area Storm Water Mapping & Resiliency Planning, which was adopted by City Council on April 18, 2023. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

Amount of Contract:

\$484,830.00

Funding Source

RESTORE Act Bucket 3 grant award amendment

ATTACHMENTS:

1. GRW - Amendment 2 Cover Letter
2. GRW_Resolution_Amendment 2
3. AMENDMENT TWO to GRW contract_signed
4. Executed Contract_GRW
5. AMENDMENT ONE to GRW contract_FULLY EXECUTED

REVIEWERS:

Jennifer Greene

Nicholas Amberger

Laura Angle

Chris Kern

James Barber



February 16, 2025

To Whom It May Concern:

Attached to this memo is an amendment agreement between the City of Mobile and GRW Engineers, Inc. to increase the contract amount by \$484,830.00 and extend the period of performance by two (2) years to correspond to the RESTORE Subaward Grant Agreement Amendment. This amendment to the agreement covers mapping and field inventory of the Stormwater features throughout the recently annexed areas of City of Mobile. This data will then be digitized in an ArcGIS GeoMetric Network that will contain structures, pipes and drainage ditches. Previous work covered the entire City before the annexed areas were added.

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We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jennifer Greene', is written over a light blue horizontal line.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION – AMENDMENT

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, amendment no. 2
to the contract, by and between the City of Mobile and the company listed below, for
work as outlined in the amendment attached hereto and made a part hereof as set forth in
full. The City Council finds that the work to be performed is within the scope of the
original professional services contract, is necessary and of reasonable cost, and the
amendment is in the best interest of the public and the City. A copy of said executed
amendment will be on file in the office of the City Clerk.

Name of Company: GRW Engineers, Inc.

Project Name: Mobile Area Storm Water Mapping & Resiliency Planning
COM Project No. 2020-2045-07

Cost: \$484,830.00 (Additional Amount)

Adopted:

City Clerk

AMENDMENT TO AGREEMENT BETWEEN OWNER AND CONSULTANT



This Amendment made and entered into this 24th day of February, 2025.

BETWEEN the City: CITY OF MOBILE (hereafter City)
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And Consultant: GRW Engineers, Inc.

For the following Project: Mobile Area Storm Water Mapping & Resiliency
Planning
2020-2045-07

WHEREAS, City and GRW Engineers, Inc. entered into an Agreement dated June 08, 2021, with regard to professional services necessary for the completion of a Field Survey and Data Collection (hereafter "the Agreement,") a copy of which is attached hereto; and

WHEREAS, Article III of the Agreement provides scope of work to be performed by Consultant, Article IV (D) of the Agreement provides the contract end date of April 30, 2023, and Article V (B) of the Agreement provides the compensation to be paid Consultant for a total not to exceed the sum of \$2,715,000.00; and

WHEREAS, City and GRW Engineers, Inc. seek to amend the Agreement to designate certain specific services, contract end date, and the amount of compensation; and

WHEREAS, This was a competitively sourced professional services contract and the referenced services are within the scope of the original contract;

NOW THEREFORE, the Parties agree as follows:

- 1.1** Article III of the Agreement is amended herewith to designate specific services set out in the supplemental work letter dated February 11, 2025, attached hereto;
- 1.2** Article IV (D), as amended by Change Order #1 to extend the contract end date to April 30, 2024, and as amended by Change Order #2 to extend the contract end date to January 31, 2025, and as amended by Amendment #1 to extend the contract end date to April 31, 2025, shall be amended to reflect the contract end date as April 31, 2027;
- 1.3** Article V (B) is amended herewith to add additional compensation to be paid Consultant for a total not to exceed the sum of \$3,199,830.00; and

1.4 The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

ATTEST:

BY _____
Its City Clerk

GRW Engineers, Inc.

BY Robert M. Hench
Its Authorized Agent

Robert Hench
Senior Vice President,
Chief Information Officer

Notary Block for Corporation (Kentucky)

State of Kentucky }
County of Fayette }

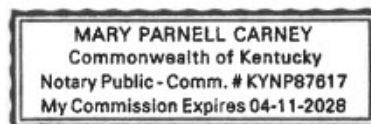
I, the undersigned Notary Public, in and for said county and state, hereby certify that Robert M. Hench, whose name as Senior Vice President, Chief Information Officer of GRW Engineers, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, 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.

In witness whereof, I hereunto set my hand and official seal on this 24th day of February, 2025.

Mary Parnell Carney
Notary Public

Print Mary Parnell Carney

My commission expires: April 11, 2028



(Seal)



February 11, 2025

Emma Cochran, Project Manager
City of Mobile
205 Government Street, 2nd Floor, South Tower
Mobile, AL 36644

RE: GRW Cost Proposal for Mobile Area Storm Water Mapping – Phase II Annexation Areas

The GRW Team is pleased to submit our Cost Proposal to perform GPS inventory and GIS processing for the three areas that have been recently annexed by the City of Mobile:

- Kings Branch
- Orchard Estates
- Cottage Hill

Our team, scope of work and deliverables will be the same as they were for the main project that we completed for the City of Mobile prior to the annexation of the above three areas. We are very excited by this opportunity to continue working with the City of Mobile to improve the accuracy, quality, consistency and completeness of your stormwater records. Please don't hesitate to contact me if you have any questions about this proposal or if you need additional information from me.

Sincerely,
GRW

A handwritten signature in black ink that reads "Robert M. Hench". The signature is written in a cursive, flowing style.

Robert M. Hench, GISP, Sr. Vice President
Project Manager, Authorized Negotiator

2025 STORMWATER GPS/GIS COST PROPOSAL

1.0 INTRODUCTION

This document contains the GRW Team's cost proposal for performing the Stormwater GPS Survey and GIS processing for three recently annexed areas in the City of Mobile:

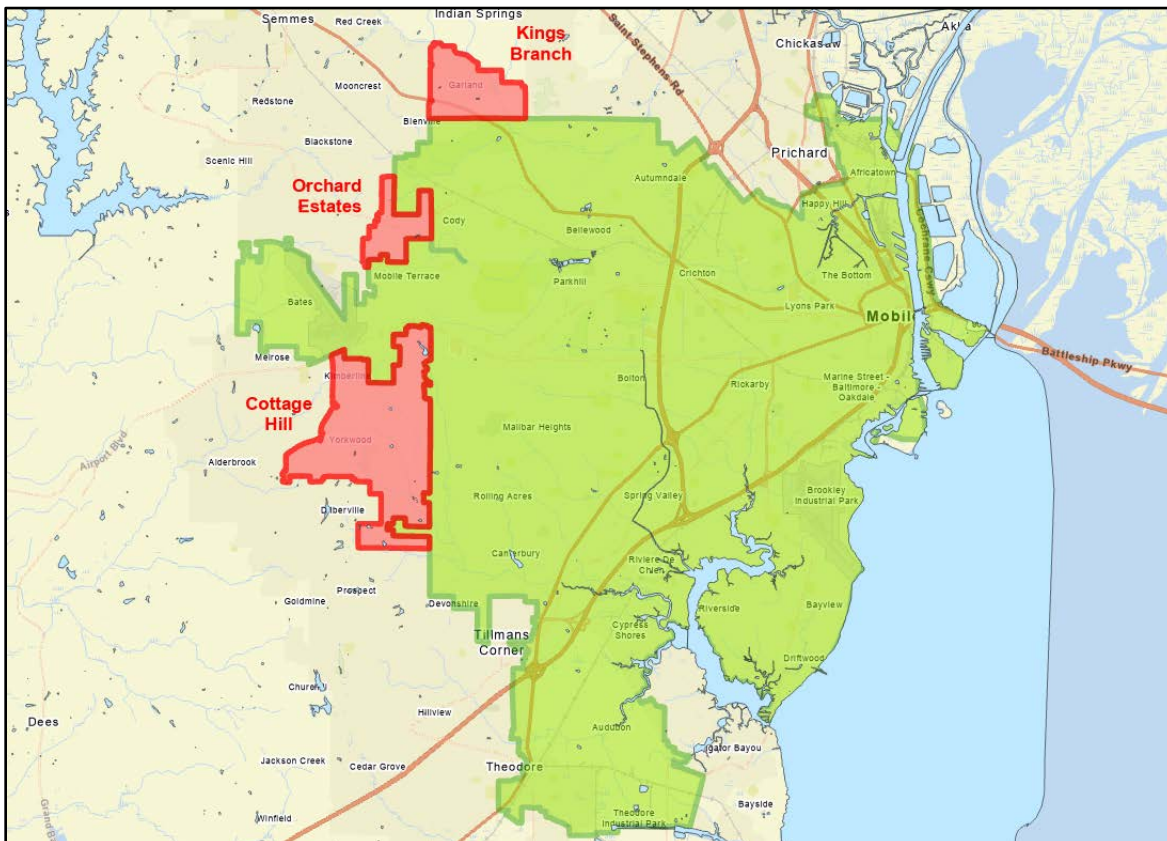
- Kings Branch
- Orchard Estates
- Cottage Hill

The scope of work and deliverables will be the same as they were in the original project that was completed from 2021-2024. Our team that will be completing the GPS and GIS work is also the same as it was on the original project:

- GRW Engineers (Prime Contractor)
- McCrory & Williams (DBE Subcontractor)
- Rowe Engineering and Surveying (Subcontractor)

Figure 1 below shows the three new annexation areas in red color-fill and the original 2021 project boundary in green color-fill.

Figure 1: Annexation Areas (Shown in Red)



2025 STORMWATER GPS/GIS COST PROPOSAL

2.0 COST PROPOSAL

Figure 2 below shows the proposed rates for the 2025 GPS inventory and GIS processing services.

Figure 2: Proposed 2025 Unit Rates

Description	Proposed 2025 Phase II Rates
Cost Per Structure GPS	\$79.02
Cost Per Structure Leveling	\$90.58
Cost Per Structure Conventional	\$104.89
Cost Per Structure - GPS GoBack - First Visit	\$59.33
Cost Per Structure - Leveling GoBack -First Visit	\$68.00
Cost Per Structure - Conventional GoBack - First Visit	\$78.74
Cost Per Structure - GoBack - Second Visit	\$49.44
Cost Per Structure - Point on Line	\$49.44
Cost Per Outfall - GPS	\$105.22
Cost Per Outfall - Leveling	\$125.27
Cost Per Outfall - Conventional	\$145.31
Cost Per Mile for Ditches from LiDAR	\$84.89
Cost Per Structure Flow Direction, Snapping, Network Tracing	\$10.32

2021

21.421

RESOLUTION

Sponsored by: Mayor William S. Stimpson

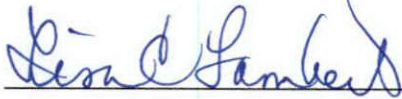
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined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

Name of Company: GRW Engineers, Inc.

COM Project Name: Mobile Area Storm Water Mapping and Resiliency Planning (SEP #15)

COM Project Number: 2020-2045-7

Adopted: JUN 08 2021

A handwritten signature in blue ink, appearing to read "Lisa C. Lambert", is written over a horizontal line.

City Clerk



**MOBILE AREA STORM WATER MAPPING &
RESILIENCY PLANNING**

STATE EXPENDITURE PLAN #15

PROJECT No. 2020-2045-7

CONSULTANT: GRW ENGINEERS, INC.

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Attribute Collection and Population.....	Exhibit J

**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this 8th day of June, 2021, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **GRW Engineers, Inc.** (hereinafter called the "CONSULTANT").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services for repetitive loss and pre-design manual for this project. The firm so assigned to this project is **GRW Engineers, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for any phase set out in Section III or for requested additional services.

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure # 15, City of Mobile Project No. 2020-2045-7. Field Survey & Data Collection The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits E-I, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P15-MASM, City Resolution 31.493 between ADCNR and the CITY, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

A. GENERAL

Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, and project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT will be required to maintain strict review of progress of the project. A monthly time report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly time report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work involves the update and enhancement of the CITY's existing GIS stormwater network database with a GPS field inventory of stormwater inlets, cleanouts, manholes, outfalls and their connected pipes.

Projects may require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed identifying the tasks to be performed:

B. FIELD DATA COLLECTION

The field inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with at least 97% of the GPS collected features having a horizontal accuracy of +/- 0.1 feet and vertical accuracy of +/- 0.2 feet. To reach such survey grade accuracy, a combination of Real Time Kinematic (RTK) GPS surveying and conventional surveying techniques will be used.

RTK GPS will be the preferred surveying method and is estimated to include 90% of the structures surveyed.

In areas where RTK GPS cannot be used at survey grade due to buildings, trees or other obstructions, conventional surveying techniques from known horizontal/vertical positions will be used. The survey crew will first attempt to collect all stormwater features using RTK GPS. If a fixed solution cannot be obtained in a reasonable amount of time (3 to 4 minutes), then the crews will collect the feature using differential leveling. The differential leveling method will provide an accurate elevation (vertical) but will not produce an accurate horizontal position. In these cases, survey crews will use the horizontal position from the RTK GPS survey (which will not be survey grade) and the vertical position from the differential leveling. If differential leveling is not an option, then conventional surveying will be used as a last resort and will produce a survey grade horizontal and vertical position. Each structured surveyed will be attributed with the type of method used.

The RTK GPS and the conventional surveying techniques will be performed with industry standard equipment and procedures under the direction of a licensed surveyor. Horizontal coordinates will be based on the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2011, and expressed in international feet. All vertical control will be referenced to NAVD88 Geoid12A.

The survey point of the stormwater structure will be located on the northern most point of the structure's rim.

The CONSULTANT shall photograph features that have environmental or safety issues, to include features where debris prevents accurate surveying. Photographs will include recognizable landmarks, whenever feasible, and uploaded to a digital folder assigned by the PROJECT MANAGER.

C. ATTRIBUTION

The full list of attributes that are expected to be measured and collected are referenced in Exhibit J ("Attribute Collection and Population"). If the feature is inaccessible or severely damaged or collapsed, the contractor will note that in the designated fields of the feature service.

Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2011, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

Existing unique ID's will be maintained for all features.

D. GIS PROCESSING

Secured feature services will be published on ArcGIS Online and shared between organizations. All final updates will be made to the online feature services and comply with the GIS database stormwater schema and attribute values. The CONSULTANT will perform extensive QA/QC processes throughout the survey and GIS mapping phases, coordinating with PROJECT MANAGER and the City's GIS Department.

E. ADDITIONAL GIS PROCESSING

The CONSULTANT will perform additional processing on the stormwater database to include the below.

- 1) Relocate stormwater structures based on surveyed positions
- 2) Modify/Snap stormwater pipes to stormwater structure points
- 3) Digitize stormwater ditches/channel centerlines from 2014 LiDAR and existing Mobile photogrammetric hydrology data
- 4) Create ArcGIS GeoMetric Network from stormwater structures, pipes and ditches
- 5) Confirm pipes and channels are digitized and stored in the downstream direction
- 6) Perform QA/QC to confirm upstream and downstream tracing functionality across the project

F. REVIEW AND ACCEPTANCE

Updates to the feature service will be considered a final delivery upon review and acceptance by the City's GIS Department. All submitted edits not accepted will be documented in the feature services for the CONSULTANT review and correction as referenced in Exhibit J ("Attribute Collection and Population"). Revisions will be resubmitted for a repeat of the City's review process.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force and follow the subaward agreement until completion of the project period, which is April 30, 2023, unless otherwise amended. If the project period in the subaward agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this

CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

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

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:
 - a. Compensation to the CONSULTANT shall be based on work performed and documented, which such percentage of completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the rates in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents).
 - b. The CONSULTANT accepts the "Not to Exceed" amount, \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents), and assumes risks associated with cost overages.
 - c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more

other engineers of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents).

CITY or CONSULTANT may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by CONSULTANT has been affected by such change properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: CONSULTANT 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 CONSULTANT's performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

CONSULTANT shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:
 - a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" Basis.
4. Automobile Liability Insurance:
 - a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
5. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P16-TMCR, City Resolution 01.574.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION

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

CITY OF MOBILE, A Municipal Corporation

By: W. Stimpson
Its Mayor

ATTEST:

By: M. Merchant
Asst. Its City Clerk

GRW Engineers, Inc.

By: R. L. Thornton

Its: CIO

Kentucky
STATE OF ALABAMA)
Fayette
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Robert Hensch whose name as AUTHORIZED AGENT of GRW Engineers, Inc., is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

of May, 2021

Given under my hand this the 20th day

(SEAL)

Notary Public Kentucky
State of ~~Alabama~~ At-Large
My Commission Expires: 6/27/21

Sandra T. Anders # 580828



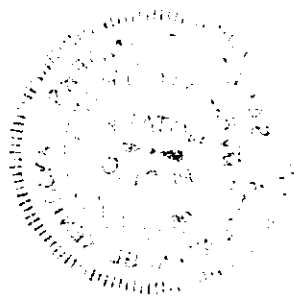
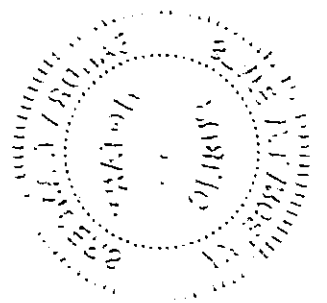


EXHIBIT A: PROJECT LOCATION

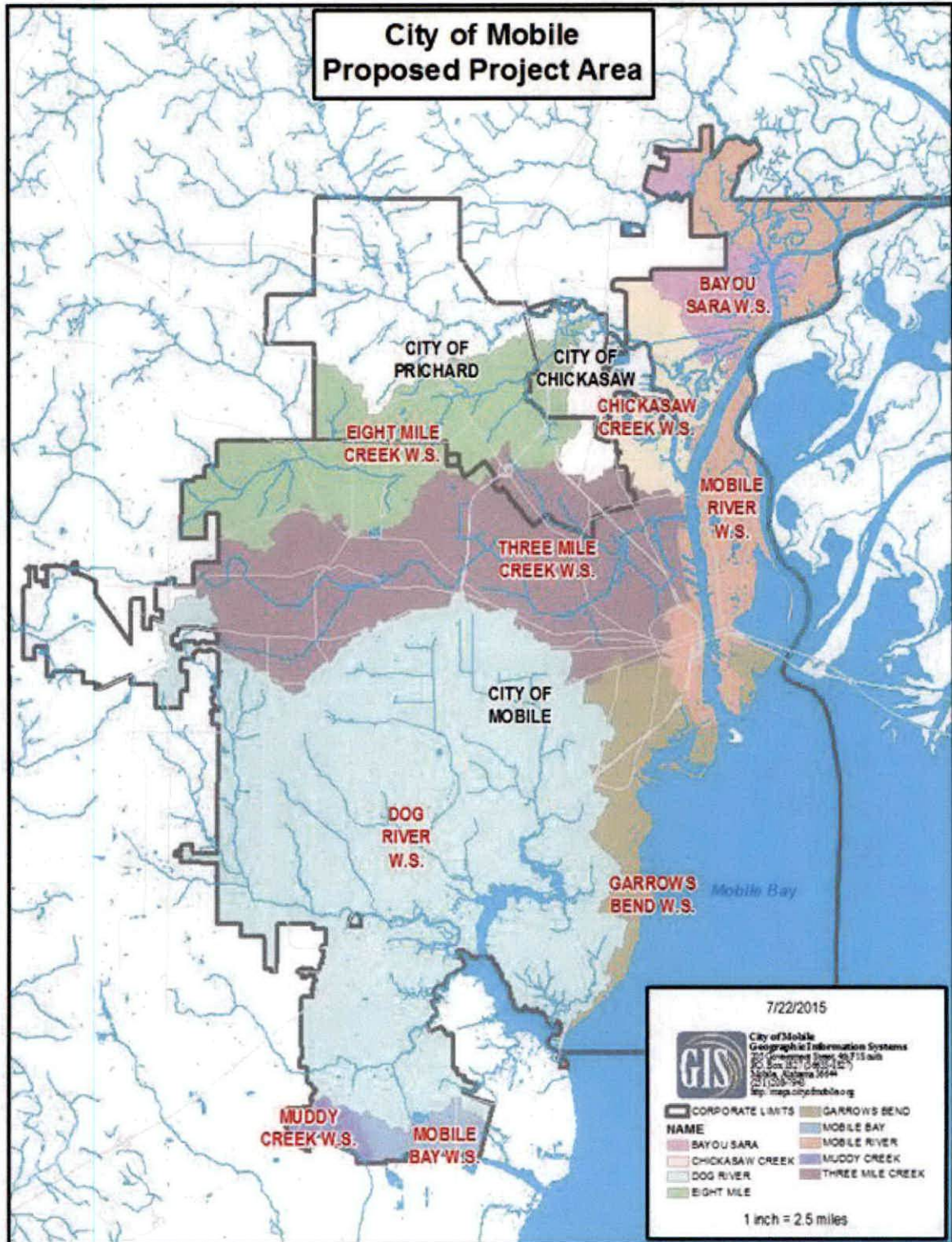


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure #15, Field Survey & Data Collection

City of Mobile Project No. 2020-2045-7

Payment to be based off features surveyed. Invoices shall include feature identification, process utilized, date of collection.

Base Structure Survey with Attribution	Mobile	Prichard
Cost Per Structure: GPS	\$57.40	\$68.88
Cost Per Structure: Leveling	\$65.80	\$78.96
Cost Per Structure: Conventional	\$76.20	\$91.44
Cost Per Structure: GPS GoBack – First Visit	\$43.10	\$51.72
Cost Per Structure: Leveling GoBack – First Visit	\$49.40	\$59.28
Cost Per Structure: Conventional GoBack- First Visit	\$57.20	\$68.64
Cost Per Structure: GoBack- Second Visit	\$43.10	\$43.10
Cost Per Outfall: GPS	\$76.44	\$91.73
Cost Per Outfall: Leveling	\$91.00	\$109.20
Cost Per Outfall: Conventional	\$105.56	\$126.67
Ditches/Channels, Pipe Connectivity, Network Tracing	Cost	
Cost Per Mile for Ditches/Channels from 2014 LiDAR and Existing Hydrology Data		\$74.00
Cost Per Structure Pipe Connectivity, Flow Direction, Snapping, Network Tracing		\$9.00

CONTRACT Not to Exceed

\$2,715,000.00

FUNDING SOURCE: ADCNR Subaward Grant Agreement #S1P15-MASM, City Resolution 31.493.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

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

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
 - o Hard Copy
 - o Word
 - o PDF
 - o Excel
- Hard Copy of Contract Documents:
 - o Special Provisions
 - o Articles of Agreement
 - o Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant



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

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

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

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

The City of Mobile will use this form to:

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

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

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

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

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



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	GRW Engineers, Inc.
Address	801 Corporate Drive Lexington, KY 40503
Telephone	859-223-3999
E-Mail	rhench@grwinc.com

RFP/RFQ Solicitation Number	State Expenditure Plan #15
Project Description	Mobile Area Storm Water Mapping & Resiliency Planning
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>169</u> Female <u>45</u> Minority <u>6</u> Non-minority <u>207</u> Vets <u>6</u> Total #of Employees <u>213</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Rob Hench, GISP

Signature:  Date: 05/20/2021

Title: Vice-President

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

Name: Rob Hench, GISP Title: Vice-President

E-mail: rhench@grwinc.com Phone: 859-223-3999 ext 370



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

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Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # 2020-2045-7 Your Bid/Proposal Amount \$ N/A Date: 05 / 20 / 2021

Description Storm Water Mapping & Resiliency Planning

Name of Bidder/Proposer: GRW Engineers, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
McCrory & Williams	251-476-4720	Surveying	TBD	20%	Yes/WOSB	
Rowe Engineering and Surveying	251-666-2766	Surveying	TBD	20%	No	
MPACT	251-802-3341	Public Affairs	TBD	TBD%	Yes/WOB	



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

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
		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.
		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 on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

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

Please indicate if any of the following applied:

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

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

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

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

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of CIO of GRW Engineers, Inc.

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

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

I further attest that said GRW Engineers, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 251459.

CIO CEO of GRW Engineers, Inc

Sworn to and subscribed before me this the 20 day of May, 21.

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

Sandra T. Anders
Signature and Seal of Notary Public

#580828

expires 6/27/21



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
DBE Compliance
DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
 Via email: archnique.kidd@cityofmobile.org
 or
 P.O. Box 1948
 Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
-------------	-----------------------------	----------------------

DESCRIPTION:	Estimated Completion Date:
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This report is for the month of: (CHECK ONE):	JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL _____
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Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
\$	\$	\$	\$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
TOTALS		\$	\$	\$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) ____/____/____ (Date)

EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIBIT G: SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting - GRANTS

The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on July 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes section B.01.c of the RESTORE Council Financial Assistance ST&C's dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time- 2 | Page frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

A. Data Sharing: All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data

location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.

C. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
- ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
- iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at [Direct Component OSA or Centers of Excellence OSA](#).

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

- b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L AMENDMENTS AND CLOSEOUT

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

- c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O **NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. Other Provisions

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. Title VII Exemption for Religious Organizations

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. Protections for Whistleblowers

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement

- agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R. §175.25(d)*, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
- 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).
11. **The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**
- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
 - b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
 - c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
 - d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

"Federal interest" refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the "federal interest").

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. **Commencement of Construction**

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. **Use of Real Property**

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. **Recording the Federal Interest in the Real Property**

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C § 1292; or for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
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July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD*
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment
cc: Accounting



KAY IVEY
GOVERNOR

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me. ✓

Thank you,

Amy Hunter
DWH Restoration Coordinator

31 . 4 9 3

2020

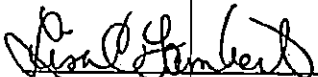
R E S O L U T I O N

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 in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. **Access:** The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. **Audit Requirements:** Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. **Survival:** The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
- 14. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- 15. **LOBBYING ACTIVITY:**
 - a. **Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - c. **Lower Tier Certification:** Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
- 16. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
- 17. **CONFLICTS OF INTEREST:** Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing 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.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
22. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:

"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama 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 and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE 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.
42. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

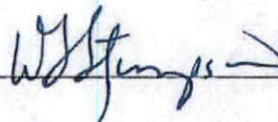
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL


CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

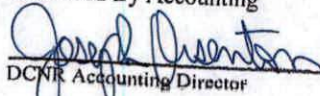
Its: Mayor

ATTEST:


City Clerk

Date: 7-9-2020

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(I) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$3,089,593.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: 1MA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

☒ Government

☐ Nonprofit corporation

☐ Other
corporation

☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business

☐ Small Business

☐ Historically Black College/University

☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 9/19	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
☒ Yes	☐ No
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June	
☒ Yes	☐ No
Auditor Contact Name and Title:	

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years:	
X Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	X No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
X Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
X Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	X No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
X Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
X Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
X Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
X Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO), and/or program personnel who would be working on this proposed subaward? If yes, please explain.		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

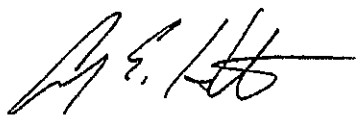
Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: _____



Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

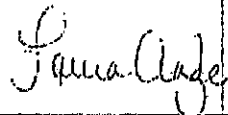
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year



Signature

Grants Compliance Manager
Title

07/29/2020
Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.

2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36602-2613	Country: UNITED STATES	

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		5a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #16: Mobile Area Storm Water Mapping & Resiliency Planning	
9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 803 Mobile, AL 36602 Electronically Signed 04/15/2020	10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4965

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION																	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00																	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00																	
		c. Less Cumulative Prior Award(s) This Budget Period 0.00																	
		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00																	
		13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00																	
		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):																	
		<table border="1"> <thead> <tr> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> <th>YEAR</th> <th>TOTAL DIRECT COSTS</th> </tr> </thead> <tbody> <tr> <td>a. 2</td> <td></td> <td>d. 5</td> <td></td> </tr> <tr> <td>b. 3</td> <td></td> <td>e. 6</td> <td></td> </tr> <tr> <td>c. 4</td> <td></td> <td>f. 7</td> <td></td> </tr> </tbody> </table>		YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS	a. 2		d. 5		b. 3		e. 6		c. 4		f. 7	
YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS																
a. 2		d. 5																	
b. 3		e. 6																	
c. 4		f. 7																	
		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
		<table border="1"> <tbody> <tr> <td> a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) </td> <td align="center">a</td> </tr> </tbody> </table>		a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	a														
a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS)	a																		
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDOING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:																	
		a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.																	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.																	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:
Frederick Suttler, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17. OBJ CLASS 41.0008	18a. VENDOR CODE 929933408	18b. EIN 836000619	19. DUNS 929933408	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (Internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION				
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Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE	
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Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: **State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning**

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:
 - Lower Chasaw Creek
 - Red Creek-Eight-mile Creek
 - Toulmin Spring Branch-Three Mile Creek
 - Miller Creek
 - Halls Mill Creek
 - Upper Dog River
 - Tensaw River-Apalachee River
 - Mobile Bay
 - Lower Dog River
 - Fowl River
 - Deer River

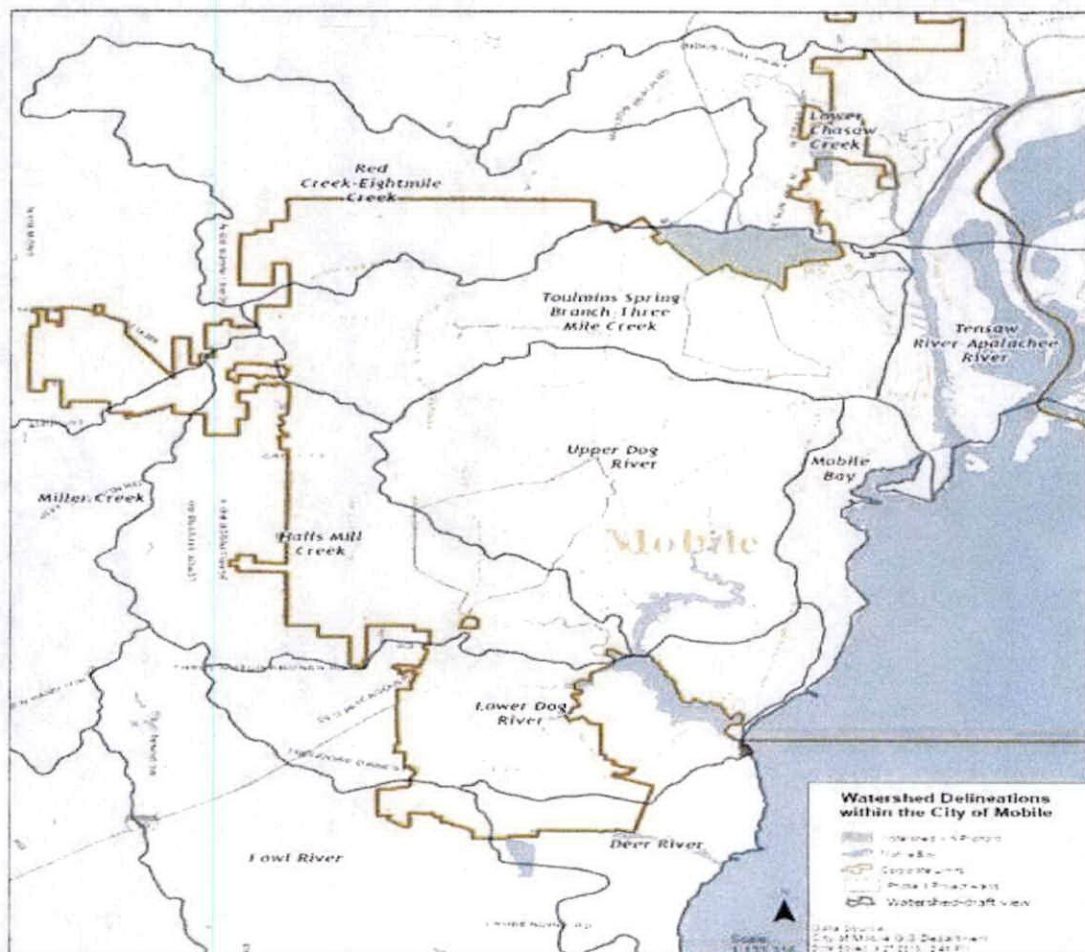


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post-processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36 months) Milestone #3 – Repetitive Flood Loss Consultant Contract (Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18 months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.
- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

- Bennett, E.M., Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. *Bioscience* 51(3): 227-234
- Diaz, R.J., Rosenberg, R. 2008. Spreading dead zones and consequences for marine ecosystems. *Science*, 321, 626-929
- Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. *Water International* 43(3), 349-360
- Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056
- O'Mullan, G.D., Juhl, A.R., Reichert, R., Schneider, E., Martinez, N. 2019. Patterns of sediment associated fecal indicator bacteria in an urban estuary: benthic-pelagic coupling and implications for shoreline water quality. *Science of the Total Environment* 656, 1168-1177
- Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.
- Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).
- Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Reidy Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. *Nature*, 467(7315), 555-561.
- Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. *Sustainability*, 10(12), 4710.

BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **\$3,089,593**

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000

A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.

 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - \$250,000

Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual			
Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00

Exhibit J: Attribute Collection and Population

Layer Name: SWPOINT_FEATURES

The layer SWPOINT_FEATURES contain Inlets, Manholes, and Cleanout features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

Task	Field Name	Field Values
GPS	Survey GPS Status	GPS Complete Issues - Unable to GPS Not GPS - <i>(All features not surveyed will have this value)</i>
	Survey GPS Source	DGPS-RTK DIFFERENTIAL LEVELING CONVENTIONAL SURVEYING
	Survey GPS Accuracy	
	Easting	AL SPCS (West Zone) NAD83 2011 - international feet
	Northing	AL SPCS (West Zone) NAD83 2011 - international feet
	Survey Elevation	NAVD88 Geoid12A
	Survey Date	
	Survey GPS Issue	Not found Unable to Access
	Survey GPS Comment	<i>(Contractor to enter any additional issues - if needed)</i>
Structure Details <i>The depth is from the rim to the bottom of the structure. Limited debris will need to be either removed or pushed to the side for accurate measurement.</i>	Survey Depth	<i>(Bottom of storm water structure measured from rim)</i>
	Survey Invert Elevation	<i>(Elevation of storm water structure bottom)</i>
	Structure Condition	Good Fair Poor Immediate Action Needed
	Wall Material	Brick Concrete CMU Other Masonry Unknown
	Survey Meas. Status	Complete Issues - Unable to Measure Not Measured - <i>(All features not measured will have this value)</i>
	Survey Meas. Issue	Clogged Collapsed Other Unable to Access
	Survey Meas. Comment	
	Conflict Type	Sewer Water Gas Organic Other See Comments
	Ladder Rungs	N Y
	Lid Material	Metal Concrete – <i>(Only document if concrete in field - all others will be calculated to metal after survey.)</i>
	Accessible	N Y <i>(Only document if 'N')</i>
	Accessible Issue	Paved Over Fencing Lid Locked Lid Welded
Office - Post Processing <i>Values for these field will be coordinated with contractor.</i>	Survey Office Process Comment	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Issue	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates		Inlet - Inlet Grate S-Type Double S-Type C-Type Double C-Type Double Grate Drop Inlet

New features found in the field or updates to existing.		Pipe Inlet Trench Inlet Plug Cleanout - Junction Box Junction Box With Manhole Manhole
	Feature SubType	
	Feature Type	Inlet Manhole Cleanout
	Survey Temp ID	(Value to be completed by survey crew for new features)

Layer Name: SWOUTFALL

The layer SWOUTFALL contains outfall features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

NOTE: Photo will be taken of all outfalls. Photo should include surrounding area to aid in field location.

No outfall data will be collected in Prichard.

Task	Field Name	Field Values
GPS	Survey GPS Status	GPS Complete Issues - Unable to GPS Not GPS - <i>(All features not surveyed will have this value)</i>
	Survey GPS Source	DGPS-RTK DIFFERENTIAL LEVELING CONVENTIONAL SURVEYING
	Survey GPS Accuracy	
	Easting	AL SPCS (West Zone) NAD83 2011 - international feet
	Northing	AL SPCS (West Zone) NAD83 2011 - international feet
	Survey Elevation	<i>(Top of pipe)</i>
	Survey Date	
	GPS Issue	Not found Unable to Access
	GPS Comment	<i>(Contractor to enter any additional issues - if needed)</i>
Structure Details	Survey Invert Elevation	<i>(Elevation bottom of pipe)</i>
	Structure Condition	Good Fair Poor Immediate Action Needed
	Survey Pipe Dia	<i>(In inches)</i>
	Survey Pipe Rise	
	Survey Pipe Span	
	Survey Meas. Status	Complete Issues - Unable to Measure Not Measured - <i>(All features not measured will have thisvalue)</i>
	Survey Meas. Issue	Collapsed Other Unable to Access
	Survey Meas. Comment	
Office - Post Processing	Survey Office Process Comment	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Issue	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates	Feature Type	Outfall
	Survey Outfall Type	Box Culvert Drop Box Pipe Open Channel Other Swale
	Survey Outfall Shape	Arch Pipe Elliptical Natural Rectangular Round Square Swell Trapezoidal Triangular Other
	Survey Outfall Material	Asphalt Cast Iron Clay Concrete Corrugated Metal Pipe Corrugated Plastic Pipe Metal Natural PVC Other HDPE Rip-Rap

Layer Name: SWLINE_FEATURES

The layer SWLINE_FEATURES contain all pipe features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

Task	Field Name	Field Values
Measurement and Details	Survey Date	
	Survey Upstream Invert	<i>(In feet)</i>
	Survey Upstream Bottom Depth	<i>(In feet)</i>
	Survey Upstream Top Depth	<i>(In feet)</i>
	Survey Downstream Invert	<i>(In feet)</i>
	Survey Downstream Bottom Depth	<i>(In feet)</i>
	Survey Downstream Top Depth	<i>(In feet)</i>
	Survey Pipe Measurement 1	<i>(In inches)</i>
	Survey Pipe Measurement 2	<i>(In inches)</i>
	Survey Measurement Status	Complete Issues - Unable to Measure Not Measured - <i>(All features not measured will have this value)</i>
	Survey Measurement Issue	Clogged Collapsed Other Unable to Access
	Survey Measurement Comment	
Office - Post Processing	Survey Office Process Comment	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Issue	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates	Feature Type	Collector Culvert Open Channel Lateral Line
	Material	Asbestos Concrete Cast Iron Clay Concrete Ductile Iron High Density Polyethylene Poly Vinyl Chloride Reinforced Concrete Pipe Unknown Steel CMP Brick Other
	Cross Section Shape	Circular Horseshoe Oblong Rectangular Trapezoidal Triangular Unknown Semicircular



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME:	
	PHONE (A/C, No, Ext): 502-244-1343 FAX (A/C, No): 502-244-1411	
INSURED GRW Engineers Inc. GRW Aerial Surveys, Inc. GRW of Kentucky PSC 801 Corporate Drive Lexington, KY 40503	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Fire Insurance Company	
	INSURER B: Hartford Casualty Insurance Company	
	INSURER C: Twin City Fire Insurance Company	
	INSURER D: Kentucky Employers' Mutual Insurance	
	INSURER E: XL Specialty Insurance Company	
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	33UUNOL5417	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ HCPD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	33UENOL5418	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	X	X	33RHUOL5419	03/01/2021	03/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	33WEOL6H5H WV IN WI SC TN TX OH (Stop Gap)	03/01/2021	03/01/2022	☒ PER STATUT E ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	DESCRIPTION OF OPERATIONS below			361580 - KY only	03/01/2021	03/01/2022	
E	Professional Liability		X	DPR9973907	03/01/2021	03/01/2022	Per Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER

City of Mobile

205 Government Street

Mibile, AL 36655

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

Bruce W Ferguson

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GRANT CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: UPDATE AND ENHANCEMENT OF CITYS GIS AND STORMWATER

PROJECT LOCATION: MOBILE AREA

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: Amendment 1 **AMOUNT:** \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3374

OPERATIONAL ACCOUNT: 50235023-42200 (G-STORMWTR)

VENDOR #: 295788 **VENDOR NAME:** GRW ENGINEERS INC

Prepared by: Chris Powell **Date:** 01/27/2025

REVIEWED AND APPROVED BY:

Jennifer Greene
01/27/2025 04:51 PM
jennifer.greene@cityofmobile.org

Nick Amberger
01/28/2025 07:32 AM
nick.amberger@cityofmobile.org

Laura Angle
01/28/2025 08:44 AM
laura.angle@cityofmobile.org

Chris Kern
01/28/2025 09:56 AM
chris.kern@cityofmobile.org



AGENDA NOT REQUIRED

**AMENDMENT TO AGREEMENT BETWEEN
OWNER AND CONSULTANT**



This Amendment made and entered into this 27th day of January, 2025.

BETWEEN the City: CITY OF MOBILE (hereafter City)
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633

And Consultant: GRW Engineers, Inc.

For the following Project: Mobile Area Storm Water Mapping & Resiliency
Planning
2020-2045-07

WHEREAS, City and GRW Engineers, Inc. entered into an Agreement dated June 08, 2021, with regard to professional services necessary for the completion of a Field Survey and Data Collection (hereafter "the Agreement," a copy of which is attached hereto; and

WHEREAS, Article IV (D) of the Agreement provides the contract end date of April 30, 2023.

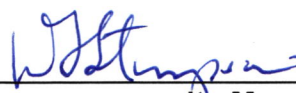
WHEREAS, City and GRW Engineers, Inc. seek to amend the Agreement to modify contract end date;

NOW THEREFORE, the Parties agree as follows:

- 1.1 Article IV (D), as amended by Change Order #1 to extend the contract end date to April 30, 2024, and as amended by Change Order #2 to extend the contract end date to January 31, 2025, shall be amended to reflect the contract end date as April 31, 2025; and
- 1.2 The Agreement and all its provisions shall remain in effect and unchanged in all other respects not otherwise stated specifically herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY 
Its Mayor

ATTEST:

BY

Risa D. Lambert
Its City Clerk



GRW Engineers, Inc.

BY

Robert M. Hench

Its Authorized Agent

Robert Hench
Senior Vice President,
Chief Information Officer

Notary Block for Corporation (Kentucky)

State of Kentucky }
County of Fayette }

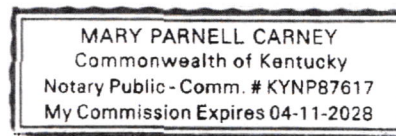
I, the undersigned Notary Public, in and for said county and state, hereby certify that Robert M. Hench whose name as Senior Vice President, Chief Information Officer of GRW Engineers, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, 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.

In witness whereof, I hereunto set my hand and official seal on this 27th day of January, 2025.

Mary Parnell Carney
Notary Public

Mary Parnell Carney

My commission expires: April 11, 2028



(Seal)

2021

21.421

RESOLUTION

Sponsored by: Mayor William S. Stimpson

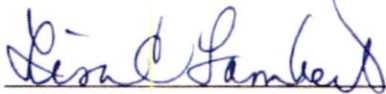
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined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

Name of Company: GRW Engineers, Inc.

COM Project Name: Mobile Area Storm Water Mapping and Resiliency Planning (SEP #15)

COM Project Number: 2020-2045-7

Adopted: JUN 08 2021

A handwritten signature in blue ink, appearing to read "Lisa D. Lambert", is written over a horizontal line.

City Clerk



**MOBILE AREA STORM WATER MAPPING &
RESILIENCY PLANNING**

STATE EXPENDITURE PLAN #15

PROJECT No. 2020-2045-7

CONSULTANT: GRW ENGINEERS, INC.

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**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this 8th day of June, 2021, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **GRW Engineers, Inc.** (hereinafter called the "CONSULTANT").

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

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

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

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONSULTANT - The firm assigned to perform professional services for repetitive loss and pre-design manual for this project. The firm so assigned to this project is **GRW Engineers, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer either for any phase set out in Section III or for requested additional services.

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure # 15, City of Mobile Project No. 2020-2045-7. Field Survey & Data Collection The professional services include items as described in Section III of the contract as directed by the CITY, depending on the needs of the City. See Exhibit A for a location of the project.

PROJECT MANAGER – An individual designated by the CITY as PROJECT MANAGER

II. STANDARDS

The CITY hereby retains the CONSULTANT, and the CONSULTANT agrees to perform for the CITY all necessary professional services in connection with the PROJECT. Professional services shall include all work necessary for the performance in proper sequence of the items of work as hereinafter set forth. The CONSULTANT will meet the requirements for conformance with the STANDARD SPECIFICATIONS and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this project. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the CONSULTANT under this CONTRACT will be submitted to the CITY for review and administrative approval only.

Additional Conditions for the grant award and this CONTRACT are detailed in Exhibits E-I, which are attached hereto and incorporated herein.

This contract is subject to the terms and conditions of ADCNR Subaward Grant Agreement #S1P15-MASM, City Resolution 31.493 between ADCNR and the CITY, the terms and conditions of the Federal Award from the Gulf Coast Ecosystem Restoration Council, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the Gulf Coast Ecosystem Restoration Council Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the "Spill Impact Component," as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget ("OMB") Uniform Guidance for Grants and Cooperative Agreements, as amended, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the CONSULTANT, as well as any covered subcontractor(s) or vendor(s).

III. SCOPE OF WORK

A. GENERAL

Should the PROJECT MANAGER request, the CONSULTANT shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of progress at each meeting. These meetings shall continue until project completion.

The CONSULTANT shall submit, in writing, for the PROJECT MANAGER's approval, and project technical staff substitution or reassignment, throughout the duration of the Agreement. The PROJECT MANAGER shall approve technical staff substitution or reassignment prior to appointment by the CONSULTANT. The PROJECT MANAGER maintains the right to suspend the work wholly or in part due to any inadequacies in the CONSULTANT's project technical staffing.

The CONSULTANT will be required to maintain strict review of progress of the project. A monthly time report shall be submitted to the PROJECT MANAGER. The monthly report will be dated the Monday following the reported period, delivered via regular mail or E-Builder. Monthly estimates will not be processed without a corresponding monthly time report.

The CITY reserves the right to appoint department representatives to observe all plans and works of the CONSULTANT. The appointed CITY representative shall have access to all work related to the PROJECT.

The scope of work involves the update and enhancement of the CITY's existing GIS stormwater network database with a GPS field inventory of stormwater inlets, cleanouts, manholes, outfalls and their connected pipes.

Projects may require some or all of the following tasks, which shall be performed upon the issuance of a Notice to Proceed identifying the tasks to be performed:

B. FIELD DATA COLLECTION

The field inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with at least 97% of the GPS collected features having a horizontal accuracy of +/- 0.1 feet and vertical accuracy of +/- 0.2 feet. To reach such survey grade accuracy, a combination of Real Time Kinematic (RTK) GPS surveying and conventional surveying techniques will be used.

RTK GPS will be the preferred surveying method and is estimated to include 90% of the structures surveyed.

In areas where RTK GPS cannot be used at survey grade due to buildings, trees or other obstructions, conventional surveying techniques from known horizontal/vertical positions will be used. The survey crew will first attempt to collect all stormwater features using RTK GPS. If a fixed solution cannot be obtained in a reasonable amount of time (3 to 4 minutes), then the crews will collect the feature using differential leveling. The differential leveling method will provide an accurate elevation (vertical) but will not produce an accurate horizontal position. In these cases, survey crews will use the horizontal position from the RTK GPS survey (which will not be survey grade) and the vertical position from the differential leveling. If differential leveling is not an option, then conventional surveying will be used as a last resort and will produce a survey grade horizontal and vertical position. Each structured surveyed will be attributed with the type of method used.

The RTK GPS and the conventional surveying techniques will be performed with industry standard equipment and procedures under the direction of a licensed surveyor. Horizontal coordinates will be based on the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2011, and expressed in international feet. All vertical control will be referenced to NAVD88 Geoid12A.

The survey point of the stormwater structure will be located on the northern most point of the structure's rim.

The CONSULTANT shall photograph features that have environmental or safety issues, to include features where debris prevents accurate surveying. Photographs will include recognizable landmarks, whenever feasible, and uploaded to a digital folder assigned by the PROJECT MANAGER.

C. ATTRIBUTION

The full list of attributes that are expected to be measured and collected are referenced in Exhibit J ("Attribute Collection and Population"). If the feature is inaccessible or severely damaged or collapsed, the contractor will note that in the designated fields of the feature service.

Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2011, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

Existing unique ID's will be maintained for all features.

D. GIS PROCESSING

Secured feature services will be published on ArcGIS Online and shared between organizations. All final updates will be made to the online feature services and comply with the GIS database stormwater schema and attribute values. The CONSULTANT will perform extensive QA/QC processes throughout the survey and GIS mapping phases, coordinating with PROJECT MANAGER and the City's GIS Department.

E. ADDITIONAL GIS PROCESSING

The CONSULTANT will perform additional processing on the stormwater database to include the below.

- 1) Relocate stormwater structures based on surveyed positions
- 2) Modify/Snap stormwater pipes to stormwater structure points
- 3) Digitize stormwater ditches/channel centerlines from 2014 LiDAR and existing Mobile photogrammetric hydrology data
- 4) Create ArcGIS GeoMetric Network from stormwater structures, pipes and ditches
- 5) Confirm pipes and channels are digitized and stored in the downstream direction
- 6) Perform QA/QC to confirm upstream and downstream tracing functionality across the project

F. REVIEW AND ACCEPTANCE

Updates to the feature service will be considered a final delivery upon review and acceptance by the City's GIS Department. All submitted edits not accepted will be documented in the feature services for the CONSULTANT review and correction as referenced in Exhibit J ("Attribute Collection and Population"). Revisions will be resubmitted for a repeat of the City's review process.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The CONSULTANT agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the CONSULTANT shall mutually agree upon the schedule and completion time for Professional Services under this CONTRACT.
- B. The CITY may terminate this CONTRACT for any reason, with or without cause, by providing thirty (30) days written notice to the CONSULTANT. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the CONSULTANT shall become the property of the CITY. In the event of termination, the CONSULTANT shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Item V.A.1., "Basis of Payment". The CITY may notify the CONSULTANT, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the project for more than ninety (90) consecutive days, the CONSULTANT may terminate this CONTRACT by giving thirty (30) days written notice.
- C. The CITY and the CONSULTANT each binds itself, its successors and assigns, to the other party of this CONTRACT, in respect to all covenants of this CONTRACT. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet or transfer his or its interest in this CONTRACT without written consent of the other party hereto.
- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force and follow the subaward agreement until completion of the project period, which is April 30, 2023, unless otherwise amended. If the project period in the subaward agreement is extended, and the CITY deems necessary, the CONTRACT time may be extended by mutual agreement between the CITY and the CONSULTANT, provided that nothing contained in this

CONTRACT will be deemed to limit or to reduce the CONSULTANT's duties and responsibilities for providing professional engineering services, nor to limit or reduce CONSULTANT's liability for any breach thereof.

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

The parties acknowledge and agree that this CONTRACT, for all purposes including without limitation its formation, interpretation and enforcement, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of laws rules, and that the Circuit Court of Mobile County, Alabama shall be the exclusive venue for any and all claims or suits arising under this CONTRACT.

V. BASIS OF PAYMENT

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

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the CONSULTANT, as compensation for such professional engineering services, as shown in the Fee Schedule in Exhibit B and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the CONSULTANT will be as follows:
 - a. Compensation to the CONSULTANT shall be based on work performed and documented, which such percentage of completion shall be determined by the PROJECT MANAGER. Full payment cannot be paid to the CONSULTANT until all close out documents have been received and approved by CITY. See Exhibit C for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit B, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the rates in Exhibit B, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this agreement shall not exceed \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents).
 - b. The CONSULTANT accepts the "Not to Exceed" amount, \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents), and assumes risks associated with cost overages.
 - c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from CONSULTANT's compensation, without limitation or waiver of any other remedy available to City for such failure. In the event of termination of this CONTRACT due to failure by the CONSULTANT to perform any and/or all of the CONSULTANT's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more

other engineers of its choice to complete the PROJECT. The CONSULTANT will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. LIMITATION OF CONSULTANT COMPENSATION

Notwithstanding any other provision of this CONTRACT or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the CONSULTANT associated with the above mentioned PROJECT shall not exceed \$2,715,000.00 (Two Million Seven Hundred Fifteen Thousand Dollars and Zero Cents).

CITY or CONSULTANT may request modifications or changes in the scope of work as described in Section III. To the extent that the scope of work to be performed by CONSULTANT has been affected by such change properly approved, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order and executed by both parties.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: CONSULTANT 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 CONSULTANT's performance under this CONTRACT, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

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

CONSULTANT shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

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

3. Comprehensive General Liability Insurance:
 - a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 - c. General Aggregate Limit shall apply on a "Per Project" Basis.
4. Automobile Liability Insurance:
 - a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.
5. Excess/Umbrella Liability Insurance
 - a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
 - b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

VII. E-VERIFY

By signing this CONTRACT, the contracting parties affirm, for the duration of the 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 CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by City under this contract is ADCNR Subaward Grant Agreement #S1P16-TMCR, City Resolution 01.574.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION

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

CITY OF MOBILE, A Municipal Corporation

By: W. J. Thompson
Its Mayor

ATTEST:

By: M. A. Merchant
Asst. Its City Clerk

GRW Engineers, Inc.

By: R. L. M. H.

Its: CIO

Kentucky
STATE OF ~~ALABAMA~~
Fayette
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Robert Hensch whose name as AUTHORIZED AGENT of GRW Engineers, Inc., is signed to the foregoing contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

of May, 2021

Given under my hand this the 20th day

(SEAL)

Notary Public Kentucky
State of ~~Alabama~~ At-Large
My Commission Expires: 6/27/21

Sandra T. Anders # 580828

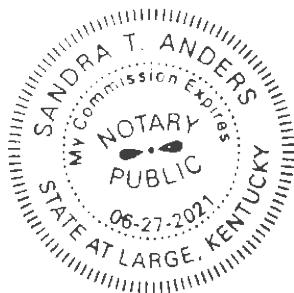


EXHIBIT A: PROJECT LOCATION

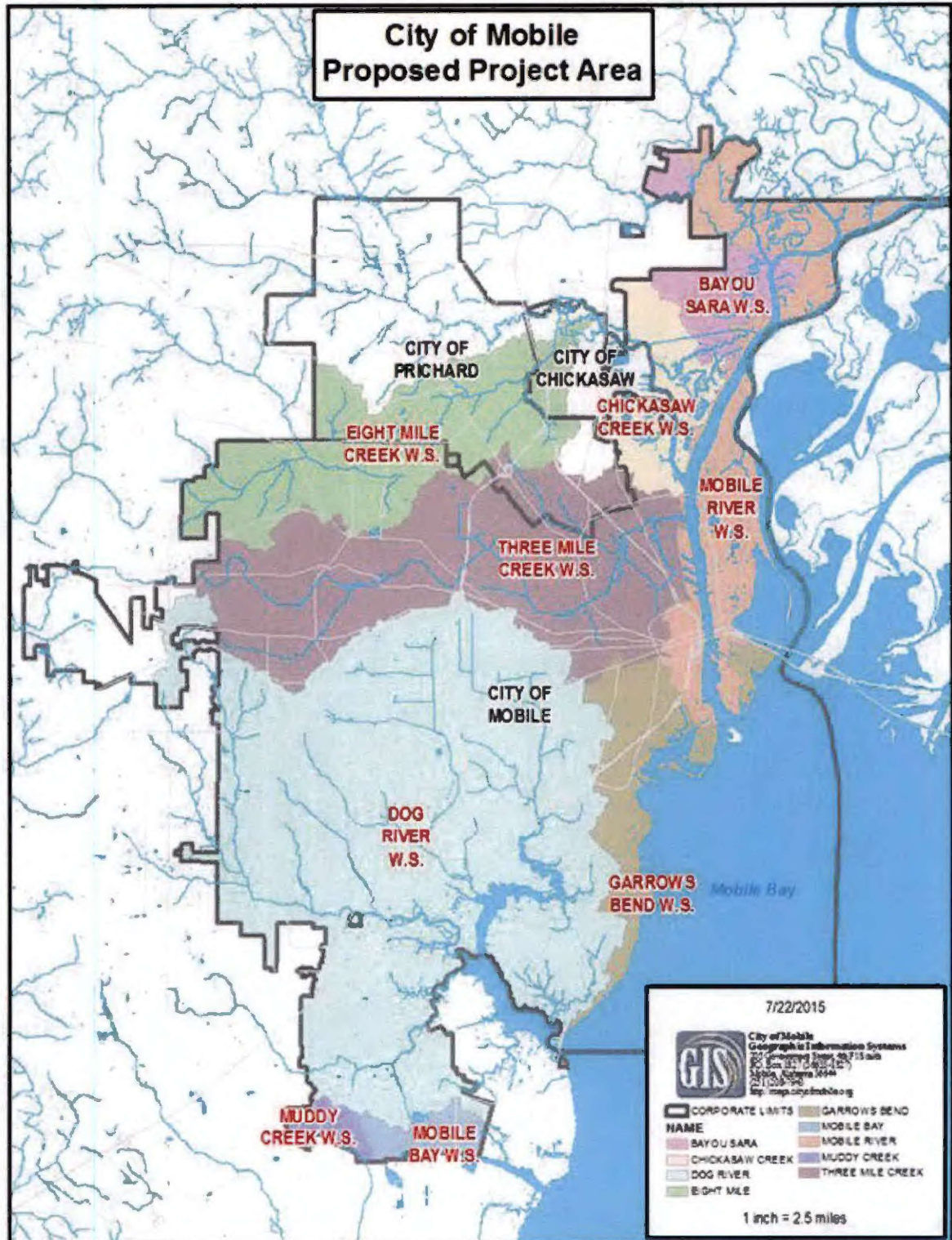


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure #15, Field Survey & Data Collection

City of Mobile Project No. 2020-2045-7

Payment to be based off features surveyed. Invoices shall include feature identification, process utilized, date of collection.

Base Structure Survey with Attribution	Mobile	Prichard
Cost Per Structure: GPS	\$57.40	\$68.88
Cost Per Structure: Leveling	\$65.80	\$78.96
Cost Per Structure: Conventional	\$76.20	\$91.44
Cost Per Structure: GPS GoBack – First Visit	\$43.10	\$51.72
Cost Per Structure: Leveling GoBack – First Visit	\$49.40	\$59.28
Cost Per Structure: Conventional GoBack- First Visit	\$57.20	\$68.64
Cost Per Structure: GoBack- Second Visit	\$43.10	\$43.10
Cost Per Outfall: GPS	\$76.44	\$91.73
Cost Per Outfall: Leveling	\$91.00	\$109.20
Cost Per Outfall: Conventional	\$105.56	\$126.67
Ditches/Channels, Pipe Connectivity, Network Tracing	Cost	
Cost Per Mile for Ditches/Channels from 2014 LiDAR and Existing Hydrology Data		\$74.00
Cost Per Structure Pipe Connectivity, Flow Direction, Snapping, Network Tracing		\$9.00

CONTRACT Not to Exceed

\$2,715,000.00

FUNDING SOURCE: ADCNR Subaward Grant Agreement #S1P15-MASM, City Resolution 31.493.

EXHIBIT C: PROJECT CLOSEOUT CHECKLIST

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

- A written certification from the CONSULTANT that the PROJECT was completed according to the CITY approved specifications and contract documents.
- All Project Documents and Defined Deliverables in one or more of the below formats.
 - o Hard Copy
 - o Word
 - o PDF
 - o Excel
- Hard Copy of Contract Documents:
 - o Special Provisions
 - o Articles of Agreement
 - o Supplemental Specifications
- Electronic (Word) copy of the Contract Documents
- All Test Reports
- Other electronic files
- Correspondence affecting Design and/or Construction
- Additional documentation as required by the grant



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: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

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

The City of Mobile will use this form to:

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section I. Information about your company

Company	GRW Engineers, Inc.
Address	801 Corporate Drive Lexington, KY 40503
Telephone	859-223-3999
E-Mail	rhench@grwinc.com

RFP/RFQ Solicitation Number	State Expenditure Plan #15
Project Description	Mobile Area Storm Water Mapping & Resiliency Planning
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 169 Female 45 Minority 6 Non-minority 207 Vets 6
Total # of Employees	213

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Rob Hench, GISP

Signature: *Rob Hench* Date: 05/20/2021

Title: Vice-President

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

Name: Rob Hench, GISP Title: Vice-President

E-mail: rhench@grwinc.com Phone: 859-223-3999 ext 370



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

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

RFP/RFQ/Bid # 2020-2045-7 Your Bid/Proposal Amount \$ N/A Date: 05 / 20 / 2021

Description Storm Water Mapping & Resiliency Planning

Name of Bidder/Proposer: GRW Engineers, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
McCrory & Williams	251-476-4720	Surveying	TBD	20%	Yes/WOB	
Rowe Engineering and Surveying	251-666-2766	Surveying	TBD	20%	No	
MPACT	251-802-3341	Public Affairs	TBD	TBD%	Yes/WOB	



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

Form 2: Good Faith Effort Documentation

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

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

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
		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.
		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 on the <i>City of Mobile</i> Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

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

Please indicate if any of the following applied:

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

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

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

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

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

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

President/CEO of CIO of GRW Engineers, Inc.

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

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

I further attest that said GRW Engineers, Inc is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 251459.

CIO CEO of GRW Engineers, Inc

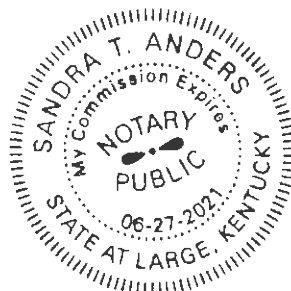
Sworn to and subscribed before me this the 20 day of May, 21 .

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

Sandra T. Anders
Signature and Seal of Notary Public

#580828

expires 6/27/21



OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

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

or

P.O. Box 1948
Mobile, AL 36633

DBE Compliance DBE UTILIZATION REPORT

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN	APR	JULY	OCT	FINAL	
(CHECK ONE):		FEB	MAY	AUG	NOV		
		MARCH	JUNE	SEPT	DEC		
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$	\$				
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

EXHIBIT E: PROCUREMENT OF RECOVERED MATERIALS

§ 200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

EXHIBIT F: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) 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."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements.

EXHIBIT G: SPECIAL AWARD CONDITIONS

1. Non-Duplicative Use of RESTORE Act Funds

The Recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the Recipient will immediately notify the Grants Officer in writing. If the Recipient is authorized to make subawards, the Recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting - GRANTS

The Recipient must submit project performance reports through the Council's Restoration Assistance and Award Management System (RAAMS) or any successor system on an annual basis. The performance report is due on July 30th of each year, which is 30 calendar days after the end of the reporting period. Performance reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes section B.01.c of the RESTORE Council Financial Assistance ST&C's dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time- 2 | Page frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

A. Data Sharing: All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data

location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. Timeliness: Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.

C. Data produced under this award and made available to the public must be accompanied by the following statement: "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. Failure to Share Data: Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury ("Treasury");
2. The RESTORE Act Financial Assistance Standard Terms and Conditions ("Standard Terms and Conditions");
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions ("Program-Specific Terms and Conditions");
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award ("Special Award Conditions").

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award ("Award"), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury's Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB's Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury's RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
- ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
- iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at [Direct Component OSA or Centers of Excellence OSA](#).

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

- b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
 3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
 4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. Access to the Recipient's Sites.

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. Prior Approvals

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. General Requirements

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. Supplies and Equipment

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L **AMENDMENTS AND CLOSEOUT**

1. Amendments

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. Closeout

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

- c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's *Current Value of Funds Rate (CVFR)*. The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O **NON-DISCRIMINATION REQUIREMENTS**

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement

- agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. **Lobbying Restrictions**
 - a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
 - b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay 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 in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. **Certification**

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation if forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. **Disclosure of Lobbying Activities**

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which "materially affect" the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. Prohibition Against Assignment by the Recipient

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. Disclaimer Provisions

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland "Anti-Kickback" Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R. §175.25(d)*, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
- 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).
11. **The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**
- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
 - b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (i.e., prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
 - c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
 - d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. **Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance**

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: "This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury."

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient's personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term "routine access" is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services' (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and Contractors", FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. Foreign Travel

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. **Export Control**

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

"Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient's reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. Floodplain Requirements

In accordance with 44 C.F.R. Part 9, prior to Treasury's authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury's satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury's authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. Goals for Women and Minorities in Construction

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the "Standard Federal Equal

Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) 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.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

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COUNSEL

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DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean *JTD*
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment
cc: Accounting



KAY IVEY
GOVERNOR

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me. ✓

Thank you,

Amy Hunter
DWH Restoration Coordinator

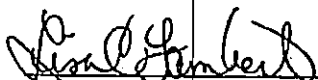
R E S O L U T I O N

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 in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.
2. **FEDERAL AWARD INFORMATION:** The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
 - a. Federal Award Identification Number (FAIN): GNSSP20AL0002
 - b. Federal Award Period of Performance: 10/01/2019-04/30/2023
 - c. Total Amount of Federal Funds Obligated to Subrecipient: \$3,000,000.00
 - d. Subrecipient DUNS#: 010396687
 - e. Total Amount of Federal Award: \$3,089,593.00
 - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
 - g. Pass-Through Entity & Awarding Official Contact Information:
Alabama Department of Conservation and Natural Resources
Commissioner Christopher M. Blankenship
64 N. Union Street; Suite 468
Montgomery, AL 36130
 - h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
 - i. Indirect Cost Rate of Subrecipient: 0%
3. **AGREEMENT FUNDING AMOUNT:** ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (\$3,000,000.00).
4. **PROJECT PERIOD:** The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. **AGREEMENT TERM:** The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").
6. **APPLICABLE LAWS:** Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.
7. **AGREEMENT SERVICES:** Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.
8. **RELIANCE UPON SUBRECIPIENT:** Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.
9. **FUNDING AVAILABILITY/SOURCES:** Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.
10. **ALLOWABLE COSTS:**
 - a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
 - i. Federal Award;
 - ii. Special Award Conditions incorporated within the Federal Award;
 - iii. 2 C.F.R. Part 200; and
 - iv. 31 C.F.R. Part 34.
 - b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.
 - c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.
 - d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.
 - e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. **REIMBURSEMENT PAYMENTS:** Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:

(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. **FINAL PAYMENT:** Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. **Reporting:**

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. **Submission:** All reports shall be sent to the e-mail address listed below:

Mobile County- Implementing Storm Water Subrecipient Submissions@docs.e-bulldozer.net

c. **Format:** Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. **Record Retention:** Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

- b. **Access:** The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.
 - c. **Audit Requirements:** Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.
 - d. **Survival:** The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.
14. **POLITICAL ACTIVITY:** Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
15. **LOBBYING ACTIVITY:**
- a. **Compliance:** Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.
 - c. **Lower Tier Certification:** Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities
16. **FRAUD/WASTE/ABUSE:** Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.
17. **CONFLICTS OF INTEREST:** Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

- a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
- b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
- c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
- d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
- e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
- f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
- g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
- h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
- i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
- j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
- k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
- l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. § 1801)
- m. Marine Mammal Protection Act, as amended (16 U.S.C. § 31)
- n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
- o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
- p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
- q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
- r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
- s. Rivers and Harbors Act of 1899 (33 U.S.C. § 407)
- t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
- u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24, 1977, as amended by EO 12608
- v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et seq.)
- w. Coral Reef Protection, EO 13089 Invasive Species, EO 13112
- x. Invasive Species, EP 13112
- y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
- z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

- a. **Equal Employment Opportunity:** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- b. **Davis-Bacon Act:** The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of \$2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. **Copeland "Anti-kickback" Act:** The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing 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.
- d. **Contract Work Hours and Safety Standard Act** Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

- a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.
- b. Seat Belts: Pursuant to BO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.
- c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.
- d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.
- e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.
- f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).
- g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.
- h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.
- j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.
- k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.
- l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

- m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.
21. **PROCUREMENT:** Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.
22. **DEBARMENT AND SUSPENSION:**
- a. **Compliance:** Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
 - b. **Certification:** Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.
 - c. **Lower Tier Covered Transactions:** The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.
 - d. **Notification:** If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.
23. **LOWER TIER SUBAWARDS/CONTRACTS:** Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. **MINORITY/WOMEN BUSINESSES:** As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.
25. **LOWER TIER SUBAWARD/CONTRACT NOTICE:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:
- "Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under \$25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than \$100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."*
26. **LOWER TIER AGREEMENT PROVISIONS:** In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.
27. **DRUG FREE WORKPLACE:** Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S. § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.
28. **PROPERTY RIGHTS AND STANDARDS:** The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.
29. **PRESS/EVENTS:** Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.
30. **PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT:** Subrecipient agrees to the following:
- Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.
 - When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."
 - Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

- d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:

"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION;

- a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.
- b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.
- c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.
- d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama 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 and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

- a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.
- c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. **NONDISCRIMINATION:** Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1990; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. **PROTECTIONS FOR WHISTLEBLOWERS:** In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:
- a. A Member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A RESTORE Council employee responsible for contract or grant oversight or management;
 - e. An authorized official of the Department of Justice or other law enforcement agency;
 - f. A court or grand jury; and/or
 - g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.
36. **ASSIGNABILITY:** Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.
37. **AMENDMENT:** Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.
38. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective parties hereto.
39. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.
40. **NO AGENCY RELATIONSHIP:** By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.
41. **ALTERNATIVE 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.
42. **NOT A DEBT OF THE STATE:** 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. **NOT ENTITLED TO MERIT SYSTEM:** The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.
44. **BOYCOTT:** In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.
45. **PRORATION:** In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.
46. **CLAIMS FOR LIENS:** Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.
47. **TAX RESPONSIBILITY:** Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.
48. **VENUE:** Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.
49. **SEVERABILITY:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.
50. **IMMIGRATION COMPLIANCE:** By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
51. **PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.**
52. **DOCUMENTS:** The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement; and
 2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

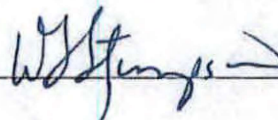
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL

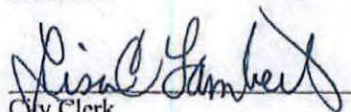

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

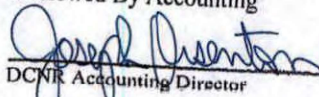
Its: Mayor

ATTEST:


City Clerk

Date: 7-9-2020

Reviewed By Accounting


DCNR Accounting Director

AL-04/16/2020

Subrecipient Name: City of Mobile, DUNS #010396687

Title of Grant Project: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification	
(i.) Subrecipient name	City of Mobile
(ii.) Subrecipient's unique entity identifier	DUNS # 010396687
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.) Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$ 3,000,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$ 3,000,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$ 3,000,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is \$3,089,593.00.
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.

This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: 1MA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

☒ Government

☐ Nonprofit corporation

☐ Other
corporation

☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business

☐ Small Business

☐ Historically Black College/University

☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	☒ Other: City
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year): 9/19	
Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No ☒ 10% De Minimis Rate (if yes, please attach a copy of your current rate agreement)	
Name of Designated Federal Cognizant Agency (if applicable):	
7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards. (If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)	
☒ Yes	☐ No
8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends \$750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June	
☒ Yes	☐ No
Auditor Contact Name and Title:	

9. Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years:	
☒ Yes	☐ No
10. If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years? If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?	
☒ Yes	☐ No
12. Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?	
☒ Yes	☐ No
13. Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)? If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.	
☐ Yes	☒ No
Explanation (if applicable):	

14. Are all disbursements properly documented with evidence of receipt of goods or performance of services?		
X Yes	☐ No	
15. Are all bank accounts reconciled monthly?		
X Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?		
X Yes	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?		
X Yes	☐ No	
19. In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO), and/or program personnel who would be working on this proposed subaward? If yes, please explain.		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management? If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?			
Pay Rates and Benefits	X Yes	☐ No	
Leave	X Yes	☐ No	
Conflicts of Interest	X Yes	☐ No	
Purchasing/Procurement	X Yes	☐ No	
Capitalization/depreciation	X Yes	☐ No	
22. Describe the method Subrecipient uses to support labor and benefit charges.			
Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.			
23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?			
X Yes		☐ No	
24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?			
X Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?			
X Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory?			
X Yes		☐ No	
27. Attachments: Please attach the following or check N/A if not applicable.			
	<u>Document</u>	<u>Attached</u>	<u>N/A</u>
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

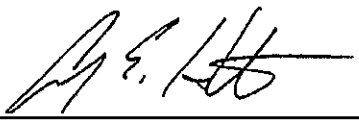
Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 <http://fedgov.dnb.com/webform>

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

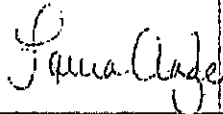
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ If no, complete the following. If yes, stop here and sign form and return to DCNR

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year



Signature

Grants Compliance Manager
Title

07/29/2020
Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

**If your Organization doesn't have a DUNS number, please read the info below
and check the box if you intend on obtaining one.**

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. If you have already registered or are unsure, log onto <https://www.dnb.com/duns-number/lookup.html> and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.
2. To obtain a DUNS number, we strongly suggest you register via the web (not by telephone) by logging into <http://fedgov.dnb.com/webform/>. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☒ NO ☐

Date: 07-29-2020

Performed by: Robyn Cohron

Position Title: Coastal Restoration Account Specialist

DCNR Division: State Lands - Coastal

Contract/Grant Number: S1P15-MASM

Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE	State/Province: ALABAMA	
ZIP Code: 36602-2613	Country: UNITED STATES	

1. DATE ISSUED MM/DD/YYYY 04/14/2020		1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded	
2. CFDA NO. 87.052 - Spill Impact Component Project Grants			
3. ASSISTANCE TYPE Project Grant			
4. GRANT NO. GNSSP20AL0002-01-00 Formerly		5. TYPE OF AWARD Other	
4a. FAIN GNSSP20AL0002		6a. ACTION TYPE New	
6. PROJECT PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	
7. BUDGET PERIOD MM/DD/YYYY From 10/01/2019		Through 04/30/2023	

**The Gulf Coast Ecosystem Restoration Council
RESTORE Council**

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill
Impact Component

8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #16: Mobile Area Storm Water Mapping & Resiliency Planning	
9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 803 Mobile, AL 36602 Electronically Signed 04/15/2020	10b. FEDERAL PROJECT OFFICER Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 23,604.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 8,618.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00	
c. Total Personnel Costs 32,382.00		13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 100.00		YEAR	TOTAL DIRECT COSTS
f. Travel 84.00		a. 2	d. 5
g. Construction 0.00		b. 3	e. 6
h. Other 0.00		c. 4	f. 7
i. Contractual 3,049,206.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS 3,081,772.00		a. DEDUCTION	
k. INDIRECT COSTS 7,821.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 3,089,593.00		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
m. Federal Share 3,089,593.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
n. Non-Federal Share 0.00		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:
Frederick Suttler, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/16/2020

17. OBJ CLASS 41.0006	18a. VENDOR CODE 929933408	18b. EIN 638000619	19. DUNS 929933408	20. CONG. DIST. 03
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST	APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. \$3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources

GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

- ☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
- ☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
- ☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
- ☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
- ☒ PRELIMINARY DATA MANAGEMENT PLAN SUBMITTED 03/13/2020
- ☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

- A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
- B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.
- C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

- D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.
- E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION				
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Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
\$3,089,593.00			\$3,089,593.00	

REPORTING SCHEDULE	
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Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

DESCRIPTION OF WORK TO BE PERFORMED

Project Narrative

Project Title: **State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning**

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient - project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:
 - Lower Chasaw Creek
 - Red Creek-Eight-mile Creek
 - Toulmins Spring Branch-Three Mile Creek
 - Miller Creek
 - Halls Mill Creek
 - Upper Dog River
 - Tensaw River-Apalachee River
 - Mobile Bay
 - Lower Dog River
 - Fowl River
 - Deer River

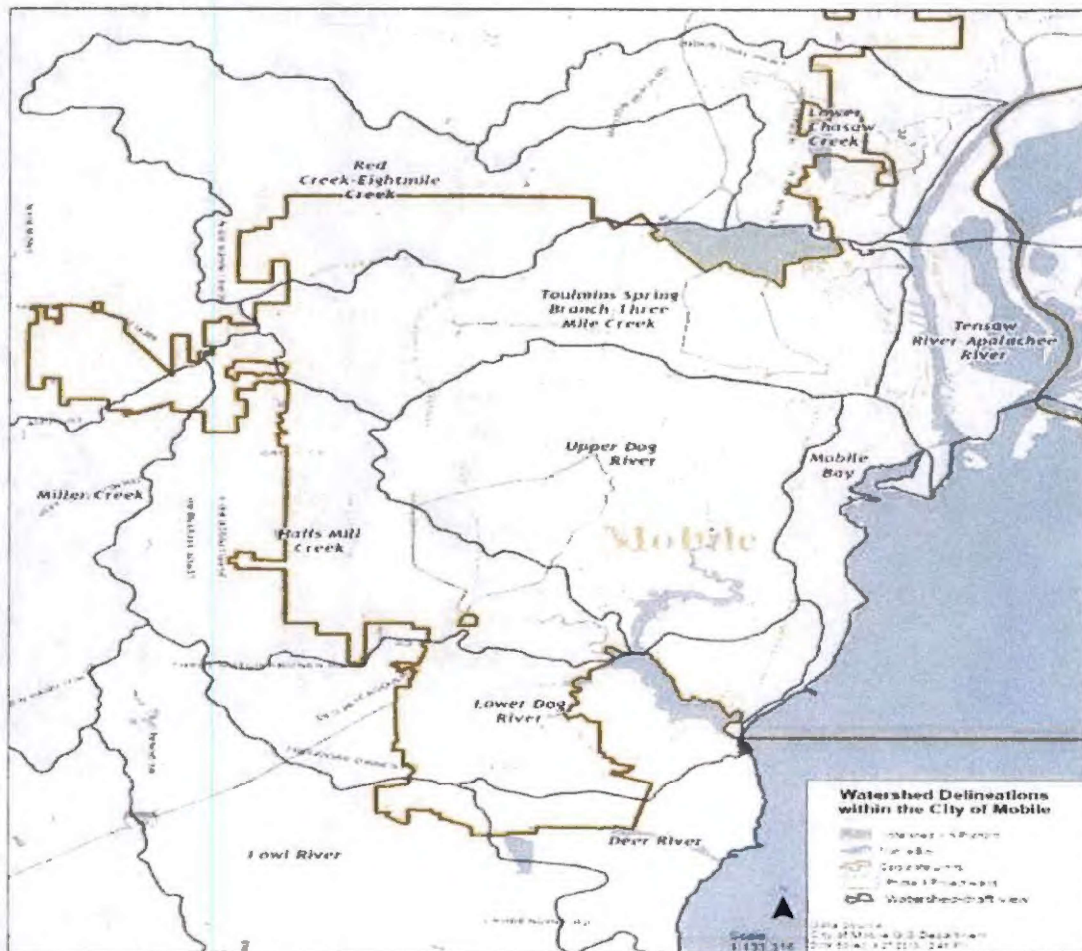


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.
- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post-processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

i. Data Collection

The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.

A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

ii. Data Processing

The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.
- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.
- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36 months) Milestone #3 – Repetitive Flood Loss Consultant Contract (Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18 months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.
- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

- Bennett, E.M., Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. *Bioscience* 51(3): 227-234
- Diaz, R.J., Rosenberg, R. 2008. Spreading dead zones and consequences for marine ecosystems. *Science*, 321, 626-929
- Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. *Water International* 43(3), 349-360
- Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. *Ecological Applications* 10(4): 1047-1056
- O'Mullan, G.D., Juhl, A.R., Reichert, R., Schneider, E., Martinez, N. 2019. Patterns of sediment associated fecal indicator bacteria in an urban estuary: benthic-pelagic coupling and implications for shoreline water quality. *Science of the Total Environment* 656, 1168-1177
- Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.
- Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).
- Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Relyea, L., Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. *Nature*, 467(7315), 555-561.
- Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. *Sustainability*, 10(12), 4710.

BUDGET NARRATIVE

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of \$3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **\$3,089,593**

Total Pre-Award Funds Requested	\$5,136
Total Direct Costs Requested	\$3,076,636
Total Allowable Indirect Costs Requested	\$7,821
Total Program Income Anticipated	\$0

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are \$5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	50 Hours	\$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	50 Hours	\$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	\$105,866	1.0835%	\$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	\$97,696	3.25%	\$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	\$58,128	3.25%	\$5,667	
Administrative Assistant	Provide general office support	\$36,492	1.0835%	\$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: \$23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	\$2,348	34.40	\$808	Pre-Award

Grants Manager / Biologist III	\$1,397	41.73	\$583	Pre-Award
AGCRC Executive Director	\$3,441	32.7	\$1,125	
DWH Restoration Coordinator	\$9,525	34.40	\$3,277	
Grants Manager / Biologist III	\$5,667	41.73	\$2,365	
Administrative Assistant	\$1,186	55.64	\$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: \$8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	\$0.58 per mile	\$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: \$83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	\$100	1	\$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: \$100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for \$3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
 - a. Mapping Contract - \$2,715,000

A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.

 - i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
 - ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
 - b. Repetitive Flood Loss Consultant Contract - \$35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - \$250,000

Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADCNR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	\$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	\$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	\$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	\$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	
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Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	
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requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: \$3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADCNR estimates \$49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual

Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	\$49,206.48	

TOTAL CONTRACTUAL: \$49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs – INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: \$7,821

TOTAL OF INDIRECT COSTS: \$7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	\$32,382.00
Personnel	\$23,564.00
Fringe Benefits	\$8,818.00
Travel	\$84.00
Travel	\$84.00
Project Oversight	\$84.00
Construction	\$0.00
Construction management/legal expenses	\$0.00
Land, structures, rights-of-way, appraisals, etc.	\$0.00
Relocation expenses and payments	\$0.00
Architectural and engineering fees	\$0.00
Other architectural and engineering fees	\$0.00
Project inspection fees	\$0.00
Site work	\$0.00
Demolition and removal	\$0.00
Construction	\$0.00
Contingencies	\$0.00
Equipment	\$0.00
Equipment	\$0.00
Supplies	\$100.00
Supplies	\$100.00
Postage	\$100.00
Other Direct Costs	\$0.00
Other Direct Costs	\$0.00
Miscellaneous	\$0.00
Subrecipients and Contractors	\$3,049,206.00
Subrecipient	\$3,000,000.00
City of Mobile	\$3,000,000.00
Contractor	\$49,206.00
Volkert & Associates Inc.	\$49,206.00
Total Direct Costs	\$3,081,772.00
Indirect Charges	\$7,821.00
Indirect Charges	\$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	\$7,821.00
Total Indirect Costs	\$7,821.00
Total GCERC Costs	\$3,089,593.00
Co-Funding	\$0.00
Co-Funding	\$0.00
Total Project Costs	\$3,089,593.00
Income	\$0.00
Project (program) income	\$0.00

Exhibit J: Attribute Collection and Population

Layer Name: SWPOINT_FEATURES

The layer SWPOINT_FEATURES contain Inlets, Manholes, and Cleanout features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

Task	Field Name	Field Values
GPS	Survey GPS Status	GPS Complete Issues - Unable to GPS Not GPS - <i>(All features not surveyed will have this value)</i>
	Survey GPS Source	DGPS-RTK DIFFERENTIAL LEVELING CONVENTIONAL SURVEYING
	Survey GPS Accuracy	
	Easting	AL SPCS (West Zone) NAD83 2011 - international feet
	Northing	AL SPCS (West Zone) NAD83 2011 - international feet
	Survey Elevation	NAVD88 Geoid12A
	Survey Date	
	Survey GPS Issue	Not found Unable to Access
	Survey GPS Comment	<i>(Contractor to enter any additional issues - if needed)</i>
Structure Details <i>The depth is from the rim to the bottom of the structure. Limited debris will need to be either removed or pushed to the side for accurate measurement.</i>	Survey Depth	<i>(Bottom of storm water structure measured from rim)</i>
	Survey Invert Elevation	<i>(Elevation of storm water structure bottom)</i>
	Structure Condition	Good Fair Poor Immediate Action Needed
	Wall Material	Brick Concrete CMU Other Masonry Unknown
	Survey Meas. Status	Complete Issues - Unable to Measure Not Measured - <i>(All features not measured will have this value)</i>
	Survey Meas. Issue	Clogged Collapsed Other Unable to Access
	Survey Meas. Comment	
	Conflict Type	Sewer Water Gas Organic Other See Comments
	Ladder Rungs	N Y
	Lid Material	Metal Concrete – <i>(Only document if concrete in field - all others will be calculated to metal after survey.)</i>
	Accessible	N Y <i>(Only document if 'N')</i>
	Accessible Issue	Paved Over Fencing Lid Locked Lid Welded
Office - Post Processing <i>Values for these field will be coordinated with contractor.</i>	Survey Office Process Comment	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Issue	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates		Inlet - Inlet Grate S-Type Double S-Type C-Type Double C-Type Double Grate Drop Inlet

<i>New features found in the field or updates to existing.</i>		Pipe Inlet Trench Inlet Plug Cleanout - Junction Box Junction Box With Manhole Manhole
	Feature SubType	
	Feature Type	Inlet Manhole Cleanout
	Survey Temp ID	<i>(Value to be completed by survey crew for new features)</i>

Layer Name: SWOUTFALL

The layer SWOUTFALL contains outfall features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

NOTE: Photo will be taken of all outfalls. Photo should include surrounding area to aid in field location.

No outfall data will be collected in Prichard.

Task	Field Name	Field Values
GPS	Survey GPS Status	GPS Complete Issues - Unable to GPS Not GPS - <i>(All features not surveyed will have this value)</i>
	Survey GPS Source	DGPS-RTK DIFFERENTIAL LEVELING CONVENTIONAL SURVEYING
	Survey GPS Accuracy	
	Easting	AL SPCS (West Zone) NAD83 2011 - international feet
	Northing	AL SPCS (West Zone) NAD83 2011 - international feet
	Survey Elevation	<i>(Top of pipe)</i>
	Survey Date	
	GPS Issue	Not found Unable to Access
	GPS Comment	<i>(Contractor to enter any additional issues - if needed)</i>
Structure Details	Survey Invert Elevation	<i>(Elevation bottom of pipe)</i>
	Structure Condition	Good Fair Poor Immediate Action Needed
	Survey Pipe Dia	<i>(In inches)</i>
	Survey Pipe Rise	
	Survey Pipe Span	
	Survey Meas. Status	Complete Issues - Unable to Measure Not Measured - <i>(All features not measured will have this value)</i>
	Survey Meas. Issue	Collapsed Other Unable to Access
	Survey Meas. Comment	
Office - Post Processing	Survey Office Process Comment	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Issue	<i>(Possible values will be provided by contractor)</i>
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates	Feature Type	Outfall
	Survey Outfall Type	Box Culvert Drop Box Pipe Open Channel Other Swale
	Survey Outfall Shape	Arch Pipe Elliptical Natural Rectangular Round Square Swell Trapezoidal Triangular Other
	Survey Outfall Material	Asphalt Cast Iron Clay Concrete Corrugated Metal Pipe Corrugated Plastic Pipe Metal Natural PVC Other HDPE Rip-Rap

Layer Name: SWLINE_FEATURES

The layer SWLINE_FEATURES contain all pipe features. The below list groups the data to be collected by task. Field values will be provided by a drop-down list which can be altered as needed during the survey. Each feature has a unique ID which will be maintained throughout the survey.

Task	Field Name	Field Values
Measurement and Details	Survey Date	
	Survey Upstream Invert	(In feet)
	Survey Upstream Bottom Depth	(In feet)
	Survey Upstream Top Depth	(In feet)
	Survey Downstream Invert	(In feet)
	Survey Downstream Bottom Depth	(In feet)
	Survey Downstream Top Depth	(In feet)
	Survey Pipe Measurement 1	(In inches)
	Survey Pipe Measurement 2	(In inches)
	Survey Measurement Status	Complete Issues - Unable to Measure Not Measured - (All features not measured will have this value)
	Survey Measurement Issue	Clogged Collapsed Other Unable to Access
	Survey Measurement Comment	
Office - Post Processing	Survey Office Process Comment	(Possible values will be provided by contractor)
	Survey Office Process Issue	(Possible values will be provided by contractor)
	Survey Office Process Status	Office Data Loading Complete Office QA/QC Complete
New Features or Updates New features found in the field or updates to existing. New pipes will be digitized in the downstream direction.	Feature Type	Collector Culvert Open Channel Lateral Line
	Material	Asbestos Concrete Cast Iron Clay Concrete Ductile Iron High Density Polyethylene Poly Vinyl Chloride Reinforced Concrete Pipe Unknown Steel CMP Brick Other
	Cross Section Shape	Circular Horseshoe Oblong Rectangular Trapezoidal Triangular Unknown Semicircular



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/21/2021

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Underwriters Group, Inc. 1700 Eastpoint Parkway P.O. Box 23790 Louisville, KY 40223	CONTACT NAME:		
	PHONE (A/C, No, Ext): 502-244-1343	FAX (A/C, No): 502-244-1411	
INSURED GRW Engineers Inc. GRW Aerial Surveys, Inc. GRW of Kentucky PSC 801 Corporate Drive Lexington, KY 40503	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Hartford Fire Insurance Company		19682
	INSURER B: Hartford Casualty Insurance Company		29424
	INSURER C: Twin City Fire Insurance Company		29459
	INSURER D: Kentucky Employers' Mutual Insurance		10320
	INSURER E: XL Specialty Insurance Company		37885
	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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	33UUNOL5417	03/01/2021	03/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ HCPD ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	33UENOL5418	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000	X	X	33RHUOL5419	03/01/2021	03/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A			33WEOL6H5H WV IN WI SC TN TX OH (Stop Gap)	03/01/2021	03/01/2022	☒ PER STATUT E ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below			361580 - KY only	03/01/2021	03/01/2022	E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability		X	DPR9973907	03/01/2021	03/01/2022	Per Claim 5,000,000 Aggregate 5,000,000

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

CERTIFICATE HOLDER

City of Mobile

205 Government Street

Mibile, AL 36655

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

Bruce W Ferguson

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GRANT CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: GRW Engineers, Inc. - RESTORE Storm Water Mapping Survey
(Time Extension)

PROJECT LOCATION: Mobile & surrounding areas

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: 1 **AMOUNT:** \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3374

OPERATIONAL ACCOUNT: 50235023-42200

VENDOR #: 295788 **VENDOR NAME:** GRW Engineers, Inc.

Prepared by: Chris Powell **Date:** 04/25/2023

REVIEWED AND APPROVED BY:

Jennifer Greene
04/25/2023 07:09 PM
jennifer.greene@cityofmobile.org

James DeLapp
04/26/2023 08:58 AM
jadelapp@cityofmobile.org

Laura Angle
04/26/2023 09:06 AM
laura.angle@cityofmobile.org

Cherlina Monteiro
04/26/2023 12:32 PM
cherlina@cityofmobile.org

Ricardo Woods
04/26/2023 01:10 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED



JUSTIFICATION FOR CHANGE ORDER

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning
CHANGE ORDER NO: (1) One
CONTRACTOR: GRW Engineers, Inc
PROJECT NO: 2020-2045-7
CONTRACT #: 3374
VENDOR #: 295788

The attached Change Order number One (1) to contract with GRW Engineers, Inc dated June 08, 2021 is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- ☐ 5. See attached memo.
- ☒ 6. Other: *This Change Order extends the length of the contract terms based on the RESTORE Admendment.*

James A. DeLapp, Exec. Director Public Works



CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: April 25, 2023

TO CONTRACTOR: GRW Engineers, Inc

PROJECT NO: 2020-2045-07

ADDRESS: 801 Corporate Drive

CONTRACT DATE: June 08, 2021

Lexington, KY 40503

TERMS: You are hereby authorized to make the following changes hereto:

City and the Engineer desire to extend the performance term of the Agreement for an additional one (1) year, and to ratify and adopt all other terms of the agreement as originally agreed upon for the project's contract with GRW Engineers, Inc.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$2,715,000.00
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$2,715,000.00
Contract Sum will be INCREASED by this Change Order:	\$0.00
New Contract Sum including this Change Order will be:	\$2,715,000.00
Contract Time will be change by One (1) year.	April 30, 2024
The date of Substantial Completion as of this Change Order therefore is <u>April 30, 2024</u> .	

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.

James A. DeLapp, Exec. Director Public Works

William S. Stimpson
2023.04.26 13:56:07
-05'00'

William S. Stimpson, Mayor

GRW

Contractor
801 Corporate Drive; Lexington, KY ; 40503

Address

Robert M. Hench (Apr 25, 2023 19:24 EDT)
By (Signature)

04/25/2023

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)

GRANT CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: UPDATE AND ENHANCEMENT OF CITYS GIS AND STORMWATER

PROJECT LOCATION: Mobile and surrounding areas

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: 2 **AMOUNT:** \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3374

OPERATIONAL ACCOUNT: 50235023-42200

VENDOR #: 295788 **VENDOR NAME:** GRW ENGINEERS INC

Prepared by: Chris Powell **Date:** 04/22/2024

REVIEWED AND APPROVED BY:

Jennifer Greene
04/22/2024 05:29 PM
jennifer.greene@cityofmobile.org

Shonnda Smith
04/23/2024 11:43 AM
shonnda.smith@cityofmobile.org

Laura Angle
04/23/2024 12:27 PM
laura.angle@cityofmobile.org

Geoffrey Alexander
04/25/2024 02:55 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
04/28/2024 04:39 PM
rwoods@cityofmobile.org

AGENDA NOT REQUIRED



April 16, 2025

To Whom It May Concern:

Attached to this memo is a Change Order agreement between the City of Mobile and GRW Engineers, Inc. to increase the contract period of performance by nine (9) months to correspond with the RESTORE Subaward Grant Agreement Amendment (May 30, 2023). This agreement covers mapping and field inventory of the Stormwater features throughout the City of Mobile. This data will then be digitized in an ArcGIS GeoMetric Network that will contain structures, pipes, and drainage ditches.

This contract is funded through the subaward agreement for Grant Number SIP15-MASM between the ADCNR and the City of Mobile for the Mobile Area Storm Water Mapping & Resiliency Planning, which was adopted by City Council on July 7, 2020. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).

We look forward to continued communication on this important funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email at Jennifer.greene@cityofmobile.org or Emma Cochran at 251-208-1084 or email emma.cochran@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jennifer Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works



JUSTIFICATION FOR CHANGE ORDER

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning
CHANGE ORDER NO: (2) Two
CONTRACTOR: GRW Engineers, Inc
PROJECT NO: 2020-2045-07
CONTRACT #: 3374
VENDOR #: 295788

The attached Change Order number Two (2) to contract with GRW Engineers, Inc dated June 08, 2021 is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- ☐ 5. See attached memo.
- ☒ 6. Other: *This Change Order extends the length of the contract terms based on the RESTORE Subaward Grant Amendment.*

Shonnda R. Smith (Apr 23, 2024 11:43 CDT)

Shonnda R. Smith, Intrim Exec. Director Public Works



CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning

CHANGE ORDER NO: (2) Two

ADDRESS: N/A

TO CONTRACTOR: GRW Engineers, Inc

ADDRESS: 801 Corporate Dr
Lexington, KY 40503

DATE: April 15, 2024

PROJECT NO: 2020-2045-07

CONTRACT DATE: June 08, 2021

TERMS: You are hereby authorized to make the following changes hereto:

City desires to extend the performance term of the agreement for an additional nine (9) months,
and to ratify and adopt all other terms of the agreement as previously agreed upon for the
project's contract with GRW Engineers, Inc.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$2,715,000.00
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$2,715,000.00
Contract Sum will be INCREASED by this Change Order:	\$0.00
New Contract Sum including this Change Order will be:	\$2,715,000
Contract Time will be changed by Nine (9) months.	January 31, 2025
The date of Substantial Completion as of this Change Order therefore is <u>January 31, 2025.</u>	

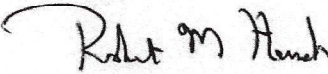
NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.


Shonnda R. Smith (Apr 23, 2024 11:43 CDT)
Shonnda R. Smith, Interim Exec. Director Public Works


William S. Stimpson
2024.04.29 09:58:17
-05'00'
William S. Stimpson, Mayor

GRW Engineers, Inc.

Contractor

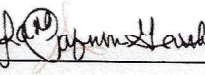


Robert Hench, Chief Information Officer, Senior Vice President

April 15, 2024

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 Canon USA Inc for digital scanning services for Municipal Archives.

Amount of Contract:

\$116,312.00

Funding Source

Capital City Clerk

ATTACHMENTS:

1. 20250225 Canon Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 March 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 Canon USA Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Canon USA Inc for digital scanning services for Municipal Archives.

Capital City Clerk

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$116,312.00

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: Omnia cooperative purchasing agreement, not on state contract

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

How many bidders submitted bids (if applicable): na

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>16612</u>	2025	(1038) ARCHIVES	DIGITAL SCANNING SERVICES FOR MUNICIPAL ARCHIVES (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$116,312.00	(299588) CANON <u>USA INC</u>

Adopted:

City Clerk

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016612-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 1
--	--

Vendor CANON USA INC 15004 COLLECTIONS CENTER DR CHICAGO, IL 60693	Ship To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 WILSONS@CITYOFMOBILE.ORG
--	--

Deliver To
ARCHIVES
457 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	299588				ARCHIVES

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

General Notes

AS PER YOUR QUOTE DATED JANUARY 22, 2025. IN ACCORDANCE WITH OMNIA PARTNERS UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT #2020002755 WITH CSA ("MASTER AGREEMENT").

001 SCANNING SERVICE, ONSITE \$0.073	999999.00	0.08000	79999.92
PER IMAGE. AS PER YOUR QUOTE	EACH		

DATED JANUARY 22, 2025. IN ACCORDANCE WITH OMNIA PARTNERS UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT # 2020002755 WITH CSA ("MASTER AGREEMENT").

NOTE: OUR ERP SYSTEM WILL NOT ALLOW MORE THAN 2 DIGITS AFTER THE DECIMAL, SO WE ROUND UP TO \$0.08 TO ENCUMBER THE MONEY. ESTIMATE OF 1,453,900 SCANS

1 2000.80.00.0000.0000.0000.0000.42200.			
E E0027 .PROFTECHNC.			79999.92

Ship To
ARCHIVES
457 CHURCH STREET
MOBILE, AL 36602

Deliver To
ARCHIVES
457 CHURCH STREET

===== Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00016612-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved Page 2
--	---

Vendor CANON USA INC 15004 COLLECTIONS CENTER DR CHICAGO, IL 60693	Ship To ARCHIVES 457 CHURCH STREET MOBILE, AL 36602 WILSONS@CITYOFMOBILE.ORG
--	--

Deliver To
ARCHIVES
457 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/03/25	299588				ARCHIVES

LN	Description / Account	Qty	Unit Price	Net Price
002	SCANNING SERVICE, ONSITE \$0.073 PER IMAGE. AS PER YOUR QUOTE DATED JANUARY 22, 2025. IN ACCORDANCE WITH OMNIA PARTNERS UNIVERSITY OF CALIFORNIA PURCHASING AGREEMENT # 2020002755 WITH CSA ("MASTER AGREEMENT"). NOTE: OUR ERP SYSTEM WILL NOT ALLOW MORE THAN 2 DIGITS AFTER THE DECIMAL, SO WE ROUND UP TO \$0.08 TO ENCUMBER THE MONEY. ESTIMATE OF 1,453,900 SCANS	453901.00	0.08000	36312.08
1	2000.80.00.0000.0000.0000.0000.42200. E E0027 .PROFTECHNC.			36312.08

Ship To
ARCHIVES
457 CHURCH STREET
MOBILE, AL 36602

Deliver To
ARCHIVES
457 CHURCH STREET
MOBILE, AL 36602

[Requisition Link](#)

Requisition Total 116312.00

=====	
Bill To	Requisition 00016612-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	
Vendor	Ship To
CANON USA INC	ARCHIVES
15004 COLLECTIONS CENTER DR	457 CHURCH STREET
	MOBILE, AL 36602
CHICAGO, IL 60693	WILSONS@CITYOFMOBILE.ORG

Deliver To
ARCHIVES
457 CHURCH STREET

MOBILE, AL 36602

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department

02/03/25	299588				ARCHIVES

LN Description / Account	Qty	Unit Price	Net Price
***** Project Ledger Summary Section *****			
Account		Amount	Remaining Budget
E E0027 .PROFTECHNC.		116312.00	325962.55
***** General Ledger Summary Section *****			
Account		Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42200.		116312.00	117693.32
CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL			

***** Approval/Conversion Info *****		
Activity	Date	Clerk
CCancelled	02/21/25	ANNE FOLEY
Approved	02/20/25	LANA PAFENBACH
Approved	02/20/25	LISA LAMBERT
Approved	02/21/25	LANA PAFENBACH
Approved	02/21/25	LISA LAMBERT
Approved	02/21/25	BRENDA RHODES
Approved	02/21/25	TIFFANY HOLLINS
Approved	02/21/25	RELYA MALLORY
Approved	02/21/25	BRENDA RHODES
Approved	02/21/25	TIFFANY HOLLINS
Approved	02/21/25	RELYA MALLORY
Approved	02/21/25	DONALD ROSE
Approved	02/21/25	SANDRA LEWIS
Approved	02/21/25	STEVEN KRONINGER
Approved	02/21/25	SAMANTHA COOLEY
Approved	02/21/25	LONELL HARRIS
Approved	02/21/25	ANNE FOLEY
Approved	02/21/25	JOHN PAINE

Comment
GL Allocation changed
Auto approved by: 91056651

Auto approved by: 910515176

Auto approved by: 910511034
Auto approved by: 910511034
Auto approved by: 910514227

Auto approved by: 910514227
Auto approved by: 9105fola
Auto approved by: 9105fola
Auto approved by: 9105fola
Auto approved by: 9105fola
Auto approved by: 9105fola
Auto approved by: 9105fola
Auto approved by: 9105fola

=====	=====
Bill To	Requisition 00016612-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor
CANON USA INC
15004 COLLECTIONS CENTER DR

Ship To
ARCHIVES
457 CHURCH STREET

CHICAGO, IL 60693

MOBILE, AL 36602
WILSONS@CITYOFMOBILE.ORG

Deliver To
ARCHIVES
457 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/03/25	299588				ARCHIVES
-----	-----	-----	-----	-----	-----

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

Authorized By: _____ Date: _____
Signature

Canon

Multifunction Devices and Managed Print Services

Canon U.S.A. provides industry-leading enterprise, production print and large format solutions supported by exceptional professional and technical services. Canon U.S.A. helps public sector organizations of all sizes improve efficiency, be environmentally conscious and control costs through high volume, continuous feed, digital and traditional printing and document management solutions. Canon U.S.A. serves education, government entities and nonprofit organizations through their partnership with OMNIA Partners.

Click Your Industry

[Education | Government](#)
[Nonprofit](#)
[Request Information](#)

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

Canon Solutions America holds competitively solicited and publicly awarded cooperative contracts, available to educational institutions and government entities nationwide through OMNIA Partners.

- Print Goods and Services**
University of California, CA | 2020002755

[VIEW CONTRACT DOCUMENTATION](#)
[CONTACT US](#)

Canon Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Print Goods and Services

University of California, CA
Contract Number: 2020002755

Initial Term: December 16, 2020 through December 15, 2025
Renewal Options: Option to renew for five (5) additional one-year periods through December 15, 2030

Executive Summary

- [Executive Summary](#)
- [Pricing](#)
- [Due Diligence](#)

Master Agreement Documents

- [Official Signed Contract](#)
- [Contract Award Letter](#)
- [Multi-Award Justification](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Documents](#)

Solicitation Process

- [Original RFP Document](#)
- [RFP Questions and Answers](#)
- [RFP Request List](#)
- [Opening Documents](#)
- [Proof of Publication](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)


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. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 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 Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

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

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

Sincerely,

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

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 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 Tactical Electronics & Military Supply LLC for tactical pole, flex, and under-door cameras and video scope with accessories for MPD.

Amount of Contract:

\$74,950.00

Funding Source

Drug enforcement fund.

ATTACHMENTS:

1. 20250225 Tactical Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 5 March 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 Tactical Electronics & Military Supply LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tactical Electronics & Military Supply LLC for tactical pole, flex, and under-door cameras and video scope with accessories for MPD.
Drug enforcement fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$74,950.00

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 5918

How many bidders received bid packages (if applicable): 12+ web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1488</u>	2025	(1530) POLICE ADMIN SERVICES	TACTICAL POLE, FLEX, AND UNDER-DOOR CAMERAS AND VIDEO SCOPE WITH ACCESSORIES FOR MPD (SEALED BID 5918)	\$74,950.00	<u>(296190)</u> <u>TACTICAL</u> <u>ELECTRONICS &</u> <u>MILITARY SUPPLY</u> <u>LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001488-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor TACTICAL ELECTRONICS & MILITARY SUPPLY 2200 NORTH HEMLOCK AVE BROKEN ARROW, OK 74012 Tel#757-689-0476X309 Fax 757-689-3769	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG
--	--

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	296190				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER BID #5918 AND YOUR QUOTE 2021-3919.

HEATH@TACTICALELECTRONICS.COM
918-249-8326 EXT 241.

001	CORE 17' POLE GRIP, CORE, POLE CAMERA, CORE FLEX CAMERA HEAD 10" (IR), SWIFT UDC (4-CAMERA), SWIFT POLE CAMERA 1.75M, SWIFT VIDEO SCOPE, SWIFT FLEX CAMERA VISIBLE, TE4 MONITOR, (2) TE MONITOR, HARD CASE, SW03TEAM01BL AARD-CUSTPRO Vendor Item	1.00 EACH	66200.00000	66200.00
-----	---	--------------	-------------	----------

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			66200.00
---	--	--	--	----------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001488-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor TACTICAL ELECTRONICS & MILITARY SUPPLY 2200 NORTH HEMLOCK AVE BROKEN ARROW, OK 74012 Tel#757-689-0476X309 Fax 757-689-3769	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG
--	--

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	296190				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
002	CORE UNDER-DOOR CAMERA - 2 CAMERA VERSION, CAMERA HEAD ONLY TAEI-CR01UDCC02BL Vendor Item	1.00 EACH	8750.00000	8750.00

1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			8750.00
---	--	--	--	---------

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Requisition Total	74950.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	74950.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	74950.00	

DRUG ENFORCEMENT FUND EXP	OPERATING SUPPLIES
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001488-00 FY 2025 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fo1a Status: Approved	Page 3
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Vendor TACTICAL ELECTRONICS & MILITARY SUPPLY 2200 NORTH HEMLOCK AVE BROKEN ARROW, OK 74012 Tel#757-689-0476X309 Fax 757-689-3769	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608 CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG
---	---

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/28/24	296190				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
	Activity Date Clerk			Comment
	CCancelled02/20/25 ANNE FOLEY			Requisition item removed chang
	Forward 10/28/24 JAMES BARBER			Automatic Forward to 910519885
	Approved 10/29/24 RODNEY GREELEY			R.G.
	Approved 10/29/24 BRANDI MONTGOMERY			Auto approved by: 910510512
	Approved 10/29/24 WILLIAM JACKSON			Auto approved by: 910510512
	Approved 10/29/24 WILLIAM REED			Auto approved by: 910510512
	Forward 02/20/25 JAMES BARBER			Automatic Forward to 910519885
	Approved 02/21/25 RODNEY GREELEY			R.G.
	Approved 02/21/25 BRANDI MONTGOMERY			Auto approved by: 910510512
	Approved 02/21/25 WILLIAM JACKSON			Auto approved by: 910510512
	Approved 02/21/25 MATTHEW GARRETT			Auto approved by: 910510512
	Approved 02/21/25 WILLIAM REED			Auto approved by: 910510512
	Approved 10/30/24 DREANETTA BARNES			Auto approved by: 910520990
	Approved 10/30/24 TRAVIS MARSHALL			Auto approved by: 910520990
	Approved 10/30/24 SHAUNAGYE SIMMS			
	Approved 10/30/24 RANDY THREADGILL			Auto approved by: 910520990
	Approved 02/24/25 DREANETTA BARNES			Auto approved by: 910520990
	Approved 02/24/25 TRAVIS MARSHALL			Auto approved by: 910520990
	Approved 02/24/25 SHAUNAGYE SIMMS			
	Approved 02/24/25 RANDY THREADGILL			Auto approved by: 910520990
	Approved 02/24/25 DONALD ROSE			Auto approved by: 9105fo1a
	Approved 02/24/25 SANDRA LEWIS			Auto approved by: 9105fo1a
	Approved 02/24/25 STEVEN KRONINGER			Auto approved by: 9105fo1a
	Approved 02/24/25 SAMANTHA COOLEY			Auto approved by: 9105fo1a
	Approved 02/24/25 LONELL HARRIS			Auto approved by: 9105fo1a
	Approved 02/24/25 ANNE FOLEY			
	Approved 02/24/25 JOHN PAINE			Auto approved by: 9105fo1a

=====	=====
Bill To	Requisition 00001488-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
=====	=====

Vendor	Ship To
TACTICAL ELECTRONICS & MILITARY SUPPLY	POLICE SPECIAL OPERATIONS
2200 NORTH HEMLOCK AVE	4851 MUSEUM DRIVE
	MOBILE, AL 36608
BROKEN ARROW, OK 74012	CHRISTOPHER.GIATTINA@CITYOFMOBILE.ORG
Tel#757-689-0476X309	
Fax 757-689-3769	

Deliver To
POLICE SPECIAL OPERATIONS
4851 MUSEUM DRIVE

MOBILE, AL 36608

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/28/24	296190				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

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

Authorized By: _____ Date: _____
Signature

VENDOR LIST BID#5918

Late - Returned

N/R 287473

Aardvark Tactical

N/R 70105

B & H Photo & Video

N/R 78918

GT Distributors of Georgia

N/R 297403

Gulf States Distributors

Late Returned
285822

Kiesler Police Supply

N/R 297215

Lawmens & Shooters

N/R

Quantico Tactical

Safeware

\$74,950 296190

Tactical Electronics

N/R 270829

Tactical Technologies

N/R 297214

TNVC

Late Returned

STRACK

410 Albacore Drive

Yorktown, VA 23692

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 Prices are to be held firm for 6 months. Prices may be extended for up to 5 additional 6-month periods with the approval of the successful vendor and the City of Mobile. EXACT QUANTITIES TO BE PURCHASED CAN NOT BE DETERMINED AT THIS TIME. HOWEVER, 1 OF EACH ITEM WILL BE PURCHASED UPON BID AWARD. PRICES MUST BE F.O.B. DESTINATION (Mobile. Alabama) 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 Preference Law 41-16-50 (a) and (d) will apply to this purchase.					
			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.

Page_____ of _____

Page 491 of 652



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: March 5, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To accept the Helios Alliance prepared Award Allocation Report

Amount of Contract:

Funding Source

Opioid Litigation Settlement Funds

ATTACHMENTS:

1. HELIOS final

REVIEWERS:

Patricia Primm

Chris Kern

James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, by agreement dated July 16, 2024, the City of Mobile contracted with HELIOS Alliance (HELIOS) for consultation and recommendation with regard to the distribution of nationwide Opioid Litigation Settlement funds; and

WHEREAS, HELIOS has submitted to the City its written OPIOID ABATEMENT AWARD ALLOCATION (Allocation Report), attached hereto, recommending funding distributions totaling \$2,201,643.00 to applicant organizations; and

WHEREAS, it benefits the citizens of Mobile and serves a public purpose to disburse the Opioid Settlement funds to the organizations recommended therein; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the total sum of \$2,201,643.00 be allocated and disbursed from the City opioid settlement funds in the amounts and to the recipients designated on the attached HELIOS Allocation report, and further, that the Mayor and City Clerk be authorized to execute standard performance contracts with said recipients.

ADOPTED:

City Clerk

**CITY OF MOBILE
OPIOID ABATEMENT AWARD ALLOCATION
RECOMMENDATIONS
2024 FUNDING ALLOCATION**

FUNDING RECOMMENDATIONS

**ORGANIZATION
RECOMMENDED**

Into Light	\$30,000
Goldfinch Health	\$162,000
Mobile Metro Treatment Center	\$40,000
Mobile Community Corrections Program	\$313,736
Yosemite	\$250,000
Home of Grace for Women	\$135,282
Family Counseling Center, Inc	\$50,000
Mobile County Veterans Treatment Court	\$139,000
USA Children's & Women's Hospital	\$175,000
Franklin Primary Health Center, Inc	\$204,915
Waterfront Rescue Mission	\$124,660
Mobile Area Interfaith Conference	\$127,050
Mobile United, Inc.	\$150,000
Door to Serenity	\$50,000
Boys & Girls Clubs of South Alabama	\$50,000
The Lovelady Center	\$250,000
TOTALS	<u>\$2,201,643</u>



CAPITAL CONTRACT SUMMARY SHEET

C#5303



AGENDA ITEM SUMMARY SHEET

Agenda of: March 5, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Cory Penn, Councilmember
William Carroll, Councilmember
CJ Small, Councilmember
Benjamin Reynolds, Councilmember
Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

\$339,320.00

Funding Source

C0119

ATTACHMENTS:

1. 2025-3005-18 City Wide Bridge Inspection 2026 Cycle (Thompson Engineering, Inc.) contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: City Wide Bridge Inspection (2026 Cycle) (D1-7);

COM Project# 2025-3005-18

PROJECT #: C0119 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: \$339,320.00

VENDOR NAME: Thompson Engineering, Inc.

VENDOR NUMBER: 203598

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date 2/27/2025

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmembers Cory Penn, William Carroll, C.J. Small, Ben Reynolds,
Joel Daves, Josh Woods, Gina Gregory

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

Name of Company: Thompson Engineering, Inc.

Project Name: City Wide Bridge Inspection (2026 Cycle)
COM Project# 2025-3005-18

Estimated Cost: \$339,320.00

Adopted:

City Clerk



**CITY WIDE BRIDGE INSPECTION
2026 CYCLE**

PROJECT NO. 2025-3005-18

ENGINEER:

THOMPSON ENGINEERING, INC.



CONTRACT

This CONTRACT made and entered into this ____ day of _____, 2025 by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and Thompson Engineering, Inc. of Mobile, Alabama (hereinafter called the ENGINEER).

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

I. Definitions

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

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

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

CONTRACT – Whenever the word “CONTRACT” is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the Engineer setting forth the obligations of the parties hereunder for the performance of the prescribed Work.

ENGINEER - The engineering company assigned to perform bridge inspection services for this project. The engineering company so assigned to this project is **Thompson Engineering, Inc.** of Mobile, Alabama.

PROJECT - CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18. See Attachment "A" for a list of structures.

NOTICE TO PROCEED - A written notice to proceed issued by the City Engineer for BRIDGE INSPECTION services as set out in Section II.

STANDARD SPECIFICATIONS - State of Alabama Department of Transportation Bridge Inspection Manual, latest edition, on file in the office of the City Engineer.

- II. The CITY hereby employs the ENGINEER and the ENGINEER agrees to perform for the CITY all necessary professional engineering services as hereinafter set forth in connection with bridge inspections and the completion of bridge inspection reports.
- A. Bridge inspection services to be performed include:
1. Routine inspection of approximately 134 CITY-owned structures (47 bridges and 87 culverts). See Attachment "A" for a list of structures.
 2. Underwater inspection of up to Five (5) bridge structures: See Attachment "B" for a list of structures.
 3. Interim inspections of up to Seven (7) structures: See Attachment "C" for a list of currently identified structures and frequency.
 4. Inspections, traffic control, and rental utilizing a snooper or lift truck of twelve (12) bridges. See Attachment "D" for a list of currently identified of structures.
 5. Additional interim inspections, if required, based on the routine bridge inspection structure ratings or load rating posting requirements. A maximum of 4 interim inspections in addition to those enumerated above shall be included in this contract.
 6. Inspection of four (4) pedestrian bridges: University Hospital Drive at Three Mile Creek; the wooden pedestrian bridge crossing Langan Park Lake; concrete and steel pedestrian bridge on walking path along Montlimar Canal; and the pedestrian bridge crossing Water Street at the Convention Center.
 7. Inspection of two (2) dam and spillway locations at Langan Park.
 8. Corrections to the BrM and scour plots from the 2024 BrM review.
 9. Field work specifications for the National Bridge Inventory update.

The ENGINEER agrees to furnish and perform all work necessary for the performance, in proper sequence, of the items of work as hereinafter set forth.

- B. Research and review previous bridge inspection reports. Identify any critical bridge deficiencies. Schedule bridge inspections accordingly.
- C. Conduct bridge inspections in compliance with the National Bridge Inspection Standards (NBIS) and the Alabama Department of Transportation (ALDOT) Bridge Inspection Manual. Bridge inspections shall be supervised by a Certified Bridge Inspector (C.B.I.). **Data will be collected and compiled for input into the ALDOT BrM System Element Level Inspection system format.**
- D. Prepare written bridge reports, including but not limited to the following Alabama Department of Transportation's Structure Inventory and Appraisal (SIA) forms:
 - 1. Cover Sheet with report contents, bridge identification information (BIN, location, name, etc.), inspection date, and inspector's signature and seal
 - 2. Bridge Inspection Condition Report (Form BI-5)
 - 3. Bridge Maintenance Estimate (Form BI-9)
 - 4. General Narrative Form (Form BI-13)
 - 5. Structural Inventory and Appraisal Sheets (Form BI-6)
 - 6. Streambed Cross Sections (Form BI-4)
 - 7. Load Rating, if required (Form BI-14)
 - 8. Inventory Photographs (Digital and Hard Copy)
 - 9. Element Inspection drawings detailing inspection findings.
 - 10. Completed Excel spreadsheets showing Element quantities in each condition state on forms provided by the City.
 - 11. Photos to be included on interim inspections to provide proof that posting signs are in place.

12. Binder clips to be used for binding of reports. No staples should be used.

13. Update bridge inspection report forms from the previous inspection cycle. Complete fields left blank or incomplete on previous reports.

E. As directed by the city, review and correct ALDOT BrM Structure Inventory and Appraisal (SIA) computer-generated reports, following input of updated reports by CITY ENGINEER.

F. Submit the final bridge reports

III. Commencement and Completion

The ENGINEER agrees to start work on the professional services outlined herein, within ten (10) days of authorization from the CITY to proceed. After receipt of the Notice to Proceed, the ENGINEER will submit a schedule for inspections of the bridge for approval by the CITY ENGINEER.

All routine bridge inspections and written reports must be completed within the month that each bridge structure is due following the Notice to Proceed. All inspections and reports for the month of February are due to the CITY no later than February 22 each year. Delivery of each inspection report must be made within 10 business days following the date of inspection.

The work described in this contract shall be completed within 2 years following the notice to proceed.

IV. Compensation

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

A. Contract Services

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section II, CITY agrees to pay the ENGINEER, as compensation for such professional services, as shown in the Fee Schedule in Exhibit E and as authorized by the CITY as follows:

1. After receipt of the NOTICE TO PROCEED from the CITY, the ENGINEER shall perform the Professional Services described in Section II of this Contract. Compensation to be paid to the ENGINEER for providing the Professional Services described in this contract shall be in accordance with the rate schedule in Attachment "E", which is incorporated by this reference and shall not exceed Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) for 134 routine and interim inspections.
2. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.
3. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

B. Quality Control and Quality Assurance

The ENGINEER will implement a Quality Control and Quality Assurance (QC/QA) Plan after completion of field inspections. The ENGINEER will perform as many as thirteen (13) additional independent QC/QA inspections with a different inspection team and compare inspection notes and element ratings. The structures will represent the overall makeup of the cycle with as many as eight (8) culverts and five (5) bridges. The QC/QA team will also conduct reviews of all inspection reports prior to submittal.

In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will

have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

V. Limitations of Engineering Compensation

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above-mentioned PROJECT shall not exceed Three Hundred Thirty Nine Thousand Three Hundred Twenty Dollars (\$339,320.00) without prior approval of the CITY COUNCIL.

VI. Invoice Procedures and Payment

Invoices from the ENGINEER shall be submitted to the CITY ENGINEER for services rendered during the invoicing period, which is generally a monthly basis or as appropriate. Payment by the CITY shall be made periodically within 30 days after receipt of an invoice.

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

- A. The CITY will provide the ENGINEER available previous bridge inspection reports for use in planning the PROJECT. In addition, the CITY will provide the ENGINEER bridge inspection forms and any additional existing plans, maps, field notes, computations, and other data in its possession that will aid and assist the ENGINEER in carrying out the obligations of this contract.
- B. The CITY reserves the right to appoint representatives to observe all work of the ENGINEER. Such appointed representatives shall have reasonable access to all reports of the ENGINEER relating to the PROJECT and shall have the right to review procedures and reports with the ENGINEER in the field.
- C. In the event of failure by the ENGINEER to fulfill in timely and proper manner his obligations under this contract, or if the ENGINEER violates any of the covenants, agreements, or stipulations of this contract, the CITY shall thereupon have the right to terminate this contract. Written notice of termination shall be made to the ENGINEER at least five (5) days prior to the effective termination date. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the

ENGINEER shall become the property of the CITY. The ENGINEER shall be entitled to receive just and equitable compensation for work completed on such documents and other materials.

- D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first, unless the CONTRACT time is extended by mutual agreement between the CITY and the ENGINEER. Provided, however that nothing contained in this contract, will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce the ENGINEER's liability for any breach thereof.
- E. The ENGINEER, its principals, directors, agents, subcontractors, servants and employees shall indemnify and save harmless the City against all loss, cost of damage on account of injuries to persons or property to the extent caused by the Engineer's negligent, wanton, or intentional conduct in the performance of this contract, including all reasonable attorney's fees incurred by the City on account thereof. This section is not as to third parties or to anyone a waiver of any defenses. Matters may be raised in the CITY's behalf in any action or proceeding arising from this Agreement.
- G. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party to this contract, in respect of all covenants of this contract. Except as above, neither the CITY nor the ENGINEER shall assign, sublet or transfer his or its interest in this contract without written consent of the other party hereto.

VIII. Indemnity and Insurance Requirements

- A. Indemnification: Contractor shall indemnify, defend, and hold harmless the 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.

- B. Insurance: For the duration of this agreement, the ENGINEER shall maintain the following minimum amounts for each project:

ENGINEER shall name the City of Mobile as an additional insured.

1. Professional Liability Insurance:

- a) \$100,000 for projects from -0- to \$1,000,000
- b) Projects for more than \$1,000,000 to be negotiated

2. Workers' Compensation/Employer's Liability:

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

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- c) Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

3. Comprehensive General Liability Insurance:

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

4. Automobile Liability Insurance:

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

5. Excess/umbrella Liability Insurance:

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

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

- 1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- 2. Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to name City of Mobile as an Additional Insured.
- 3. Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.
- 4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.
- 5. Certificates of Insurance - General - Within ten (10) calendar days from the date of issuance of Contract forms for execution, ENGINEER 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. ENGINEER shall also be responsible for delivering policy renewal certificates to the City of Mobile.

IX. E-Verify

By signing this Agreement, 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.

X. Source of Funds for Payment

The source of funds for payment by City under this contract is C0119 City Capital Funds. Said funds are on hand at the time of the execution of this contract.

XI. Prohibition of Boycotting

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

XII. Anti-Discrimination

ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all entities 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.

XIII. Governing Law and Venue

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

XIV. Trimble Unity Construct

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

THOMPSON ENGINEERING, INC.

By: _____

Print: Kendall Kilpatrick

Its: CEO

Address: 2970 Cottage Hill Road, Suite 190

Mobile, AL 36606

Telephone: 251-666-2443

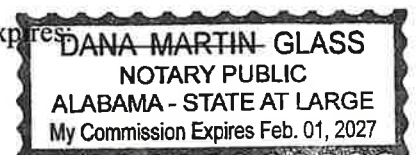
STATE OF ALABAMA
CITY OF MOBILE

I, Dana Martin Glass, a Notary Public in and for said State and County, hereby
certify that Kendall Kilpatrick, whose name as CEO of
Thompson Engineering, Inc. is signed to the foregoing conveyance and who are known
to me acknowledged before me on this day, that, being informed of these contents of
the conveyance, he as such officer and with full authority, executed the same voluntary
on the day the same bears date.

Given under my hand and notarial seal on this the 25 day of February, 2025
Dana Martin Glass
NOTARY PUBLIC



My Commission Expires:



ATTACHMENT “A”

Structures

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

Page 1 of 4

Report Criteria							
Area: All	District: All	County: All	City: MOBILE	MPO: All	Maint: City/Municipal Hwy Agenc	Insp Resp: City or Municipal Agency	
LRS Route: All	Status: 3 Active	Sort By Bridge ID					
AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	000347	OMU0018 490000M03600	1	HALLS MILL RD	ESLAVA CREEK	30:39:44.88	88:05:35.56
Mobile	001303	OMU0101 490000M00100	1	HOLCOMBE AVE	ESLAVA CREEK	30:39:49.19	88:05:34.33
Mobile	002731	OMU0117 490000M01600	1	M. L. KING JR AVE	THREE MILE CREEK	30:42:13.11	88:04:18.48
Mobile	002962	OMU0109 490000M00400	1	STANTON RD	THREE MILE CREEK	30:41:48.14	88:05:17.45
Mobile	003083	OMU0042 490000M01600	1	MC VAY DR	ESLAVA CREEK	30:38:37.18	88:05:48.84
Mobile	003843	OMU0090 490000M00100	1	CENTER STREET	BRANCH	30:41:46.47	88:04:39.54
Mobile	004437	OMU0102 490000M00100	1	NALL STREET	BRANCH	30:42:11.90	88:06:18.36
Mobile	005510	OMU0020 490000M00100	1	GRAHAM AVE	TOULMIN SPRINGS	30:43:32.99	88:05:32.73
Mobile	005611	OMU0089 490000M01500	1	MOBILE ST	THREE MILE CREEK	30:42:35.05	88:06:08.43
Mobile	005929	OMU0049 490000M01300	1	SHELTON BEACH ROA	EIGHTMILE CREEK	30:44:18.37	88:08:57.41
Mobile	006005	OMU0098 490000M00100	1	MORGAN STREET	ONE MILE CREEK	30:42:07.70	88:03:15.03
Mobile	006015	OMU0122 490000M01600	1	BEAR FORK ROAD	RED CREEK	30:44:56.27	88:10:49.70
Mobile	006016	OMU0122 490000M04500	1	BEAR FORK ROAD	EIGHTMILE CREEK	30:44:56.25	88:07:56.72
Mobile	006583	OMU0018 490000M01600	1	HALLS MILL RD	MONTLIMAR/MOORE'S CREEK	30:37:35.84	88:08:10.42
Mobile	006646	OMU0065 490000M00200	1	LLEYN AVE	ESLAVA CREEK	30:40:43.94	88:08:24.74
Mobile	006661	OMU0069 490000M00100	1	LEES LANE	MONTLIMAR/MOORE'S CREEK	30:37:10.10	88:07:39.68
Mobile	006994	OMU0026 490000M00200	1	MAUDELAYNE DR.S.	SPRING BRANCH	30:37:21.48	88:09:39.85
Mobile	007008	OMU0032 490000M00100	1	ST. DOMINIC PLACE	DRAINAGE DITCH	30:38:31.84	88:08:57.32
Mobile	007031	OMU0041 490000M00100	1	AZALEA RD	MONTLIMAR CREEK	30:37:42.74	88:08:06.93
Mobile	007071	OMU0062 490000M01100	1	PLEASANT VALLEY R	MONTLIMAR CREEK	30:39:41.57	88:07:53.69
Mobile	007080	OMU0066 490000M02200	1	MICHAEL BLVD	MONTLIMAR CREEK	30:39:44.23	88:07:54.47
Mobile	007094	OMU0074 490000M04700	1	AIRPORT BLVD	MONTLIMAR CREEK	30:40:34.14	88:07:57.15
Mobile	007290	OMU0000 490000046X00	1	AIRPORT BLVD	MILKHOUSE CREEK	30:41:06.00	88:13:00.00
Mobile	007467	OMU0094 490000M00100	1	EARLE STREET	ONE MILE CREEK	30:41:56.82	88:03:13.80
Mobile	008308	OMU0029 490000M01400	1	N UNIVERSITY BLVD	EIGHTMILE CREEK	30:44:28.22	88:09:40.11
Mobile	008371	OMU0053 490000M00200	1	MCGREGOR AVE	ESLAVA CREEK	30:40:45.60	88:08:54.54
Mobile	008400	OMU0078 490000M01400	1	DAUPHIN STREET	DRAINAGE DITCH	30:41:19.93	88:07:23.37
Mobile	009391	OMU0057 490000M00200	1	DAVIDSON SCHOOL D	BOLTON BRANCH	30:39:54.57	88:08:38.88
Mobile	009408	OMU0070 490000M02100	1	SERVICE RD	ESLAVA CREEK	30:40:32.73	88:07:07.92
Mobile	009575	OCO0000 490000256Z00	1	DEMETROPOLIS ROAD	HALLS MILL CREEK	30:36:22.16	88:09:25.25
Mobile	009740	OMU0061 490000M00100	1	BERWYN WEST	ESLAVA CREEK	30:40:45.46	88:08:35.77
Mobile	010392	OMU0082 490000M02100	1	OLD SHELL ROAD	TWELVE-MILE CREEK	30:41:19.51	88:10:25.19
Mobile	010547	OMU0009 490000M00100	1	EAST DRIVE	TWELVEMILE CREEK	30:41:03.95	88:10:48.07
Mobile	010555	OMU0015 490000M00200	1	LONGLEAF DRIVE	BRANCH(NO NAME)	30:37:49.87	88:09:55.83
Mobile	010575	OMU0037 490000M00300	1	THORNTON PLACE	BOLTON BRANCH	30:39:52.54	88:09:21.92
Mobile	010791	OMU0110 490000M00500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:31.27	88:11:57.31
Mobile	010962	OMU0030 490000M00200	1	MAUDELAYNE DR.N.	SPRING BRANCH	30:37:30.97	88:09:42.74
Mobile	010969	OMU0041 490000M03100	1	AZALEA RD/SERV RD	BOLTON BRANCH	30:39:51.71	88:09:07.53
Mobile	010997	OMU0110 490000M03500	1	ZIEGLER BLVD.	THREEMILE CREEK	30:42:22.71	88:09:04.91
Mobile	011161	OCO0000 490000205Z00	1	TODD ACRES DR	RABBIT CREEK	30:33:41.62	88:09:38.91
Mobile	011259	OMU0081 490000M00200	1	ALBA CLUB RD	PERCH CREEK	30:35:18.72	88:06:10.21
Mobile	011263	OMU0093 490000M00200	1	MT. ISLAND DR E	WOODCOCK BRANCH	30:40:43.45	88:05:52.06

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

Page 2 of 4

AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	011411	OMU0010 490000M00200	1	STAPLES RD	PERCH CREEK	30:35:20.89	88:05:59.18
Mobile	011432	OMU0038 490000M02500	1	COTTAGE HILL ROAD	SPENCER BRANCH	30:38:45.89	88:10:04.07
Mobile	011461	OMU0058 490000M00200	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.03	88:12:12.99
Mobile	011462	OMU0058 490000M00300	1	GRELOT ROAD	MILKHOUSE CREEK	30:39:40.00	88:12:06.50
Mobile	011473	OMU0078 490000M00900	1	DAUPHIN ST.	MONTLIMAR CREEK	30:41:08.23	88:07:58.58
Mobile	011620	OMU0014 490000M00100	1	BOYKIN BLVD	PERCH CREEK	30:35:38.25	88:05:55.56
Mobile	011637	OMU0024 490000M00100	1	GOLDEN AVE	TOULMIN SPRINGS	30:43:35.86	88:05:33.95
Mobile	011684	OMU0081 490000M00600	1	ALBA CLUB ROAD	PERCH CREEK	30:35:40.30	88:05:56.67
Mobile	011692	OMU0110 490000M02500	1	ZIEGLER BLVD.	BRANCH	30:42:41.06	88:10:01.15
Mobile	011791	OMU0007 490000M00400	1	BRANDY RUN ROAD	TWELVE MILE CREEK	30:41:01.52	88:11:09.31
Mobile	011827	OMU0050 490000M00200	1	GREEN TREE RD	SPENCERS BRANCH	30:39:13.59	88:10:32.43
Mobile	011830	OMU0054 490000M00200	1	HURTEL STREET	SALTWATER CREEK	30:39:30.70	88:05:13.36
Mobile	011986	OMU0013 490000M00500	1	WILDWOOD PLACE	SPENCERS BRANCH	30:39:01.19	88:10:22.98
Mobile	012016	OMU0033 490000M02600	1	DEMETROPOLIS ROAD	SPENCERS BRANCH	30:37:59.36	88:09:25.39
Mobile	012017	OMU0034 490000M00200	1	BURMA RD. WEST	SPENCERS BRANCH	30:38:15.25	88:09:44.13
Mobile	012027	OMU0046 490000M00200	1	VISTA BONITA DR.	SPENCERS BRANCH	30:39:05.00	88:10:26.87
Mobile	012401	OMU0067 490000M00200	1	MONTLIMAR DRIVE	BRANCH (NO NAME)	30:40:14.47	88:08:00.42
Mobile	012523	OCO0000 490000037X00	1	HAMILTON BLVD	WHISKEY BRANCH	30:33:16.80	88:08:36.23
Mobile	012524	OCO0000 490000038X00	1	HAMILTON BLVD	RABBIT CREEK	30:33:16.91	88:09:36.77
Mobile	012588	OMU0044 490000M00100	1	MCLAUGHLIN DRIVE	FLEETWOOD DRAINAGE	30:38:40.98	88:06:26.80
Mobile	012609	OMU0107 490000M00800	1	CRENSHAW STREET	WOODCOCK BRANCH	30:40:46.76	88:05:33.81
Mobile	012679	OMU0097 490000M00400	1	PINE HILL DR	ESLAVA CREEK	30:40:12.60	88:05:49.34
Mobile	012684	OMU0074 490000M06700	1	AIRPORT BLVD	WOODCOCK BRANCH	30:40:35.11	88:05:54.44
Mobile	012691	OMU0018 490000M02500	1	HALLS MILL RD	BOLTON BRANCH	30:39:05.35	88:06:22.14
Mobile	012822	OMU0099 490000M00600	1	MORGAN AVE	WOODCOCK BRANCH	30:40:45.91	88:05:44.90
Mobile	012823	OMU0105 490000M00700	1	WESTWOOD STREET	WOODCOCK BRANCH	30:40:46.02	88:05:37.79
Mobile	012946	OMU0001 490000M00500	1	WEST ROAD	SPRING BRANCH	30:38:12.02	88:10:43.40
Mobile	012949	OMU0003 490000M01900	1	KNOLLWOOD DRIVE	SPRING BRANCH	30:38:10.51	88:10:26.30
Mobile	013010	OMU0034 490000M01100	1	BURMA ROAD	DRAINAGE DITCH	30:38:24.68	88:08:55.44
Mobile	013048	OMU0091 490000M00100	1	MT. ISLAND DR W	WOODCOCK BRANCH	30:40:41.89	88:06:03.95
Mobile	013117	OCO0000 490000122X00	1	SOLLIE ROAD	SECOND CREEK	30:37:34.40	88:12:27.85
Mobile	013209	OCO0000 4900000251X00	1	MOTEL COURT	CREEK	30:37:06.00	88:09:54.00
Mobile	013358	OMU0087 490000M00200	1	FLORIDA STREET	WOODCOCK BRANCH	30:40:39.52	88:06:17.73
Mobile	013368	OMU0097 490000M01000	1	PINEHILL DR N	WOODCOCK BRANCH	30:40:45.95	88:05:48.24
Mobile	013372	OMU0103 490000M00600	1	SEMINOLE STREET	WOODCOCK BRANCH	30:40:45.98	88:05:41.51
Mobile	013667	OCO0070 490000049X00	1	OLD SHELL ROAD	MILKHOUSE CREEK	30:41:33.36	88:12:58.68
Mobile	013772	OMU0033 490000M01400	1	DEMETROPOLIS RD	SPRING BRANCH	30:37:01.09	88:09:25.22
Mobile	013800	OMU0038 490000M02700	1	COTTAGE HILL ROAD	MONTLIMAR CREEK	30:39:36.79	88:07:42.76
Mobile	013975	OMU0067 490000M00300	1	MONTLIMAR DRIVE	BOLTON BRANCH	30:39:44.58	88:07:59.61
Mobile	014005	OMU0157 490000M00100	1	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014005	OMU0157 490000M00100	2	ACCESS AL ST DOCK	CSX R.R.	30:42:04.84	88:02:30.81
Mobile	014370	OMU0074 490000M05500	1	AIRP'T BLVD * S R	ESLAVA CREEK	30:40:34.33	88:07:08.14
Mobile	014373	OMU0077 490000M00300	1	SAGE AVE.	ESLAVA CREEK	30:40:25.34	88:06:52.23
Mobile	014651	OMU0156 490000M00100	1	ACCESS ROAD	DRAINAGE DITCH	30:41:17.07	88:07:23.40
Mobile	014688	OMU0018 490000M00700	1	HALLS MILL RD	SPRING BRANCH	30:36:47.74	88:09:15.34
Mobile	014689	OMU0018 490000M02000	1	HALLS MILL RD	BOLTON BRANCH	30:38:43.39	88:06:43.82

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

February 19, 2025

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	015200	OMU0062 490000M01800	1	PLEASANT VALLEY R	DRAINAGE DITCH	30:39:41.74	88:07:20.23
Mobile	015227	OMU0114 490000M00300	1	FILLINGIM ST	THREE MILE CREEK	30:42:27.81	88:06:03.80
Mobile	015368	OCO0000 490000209Z00	1	BOWERS LANE	MUDDY CREEK	30:32:00.60	88:09:28.60
Mobile	015431	OMU0017 490000M04100	1	UNIVERSITY BLVD.	THREE MILE CREEK	30:42:18.70	88:10:27.27
Mobile	015432	OMU0017 490000M04300	1	UNIVERSITY BLVD	DRAINAGE DITCH	30:42:24.23	88:10:26.36
Mobile	015871	OMU0118 490000M01900	1	OVERLOOK ROAD	BRANCH	30:43:11.10	88:10:32.51
Mobile	016182	OMU0000 490000000900	1	US 43	THREE MILE CREEK	30:43:25.57	88:03:31.58
Mobile	016421	OMU0000 490000M05000	1	UNIVERSITY BLVD	BRANCH	30:42:58.66	88:09:55.50
Mobile	016462	OCO0000 490000255Z00	1	HALLS MILL RD	HALLS MILL CREEK	30:36:25.11	88:09:36.44
Mobile	016555	OMU0038 490000M00400	1	COTTAGE HILL ROAD	MILKHOUSE CREEK	30:38:25.11	88:12:04.83
Mobile	017071	OCO0000 490000308Z00	1	CREEKWOOD DRIVE	TRIB TO SECOND CREEK	30:39:14.46	88:12:50.00
Mobile	017177	OMU0000 490000000000	1	BOLLING BROTHERS B	BOLTON'S BRANCH TRIBUTAR	30:38:59.53	88:06:50.39
Mobile	017197	OMU0000 490000000200	2	PEDESTRIAN BRIDGE	WATER STREET	30:41:29.22	88:02:20.46
Mobile	017199	OMU0000 490000000500	1	SACHEL PAIGE DR	DRAINAGE DITCH	30:39:08.77	88:07:03.78
Mobile	017200	OMU0000 490000000300	1	GIRBY ROAD	SPRING CREEK	30:37:06.35	88:09:30.86
Mobile	017201	OMU0000 490000000400	1	YORKWOOD DRIVE S.	SPRING CREEK	30:37:34.85	88:09:43.20
Mobile	017308	OCO0000 490000310X00	1	STONE HEDGE DR	SECOND CREEK	30:39:35.41	88:13:13.46
Mobile	017454	OCO0000 490000311X00	1	GRELOT RD	SECOND CREEK	30:39:40.94	88:13:26.24
Mobile	017455	OCO0000 490000312X00	1	GRELOT RD	BRANCH OF SECOND CREEK	30:39:40.46	88:13:12.02
Mobile	017497	OMU0000 490000000600	1	GAILLARD DR	3-MILE CREEK	30:42:20.39	88:09:53.83
Mobile	017571	OMU0000 490000000700	1	GAILLARD DR RELIEF	THREE MILE CREEK	30:42:21.28	88:09:53.61
Mobile	017572	OMU0000 490000000800	1	SACHEL PAIGE DR.	DRAINAGE DITCH	30:38:43.32	88:06:46.88
Mobile	017839	OCO0000 490000058X00	1	COTTAGE HILL ROAD	SECOND CREEK	30:38:09.36	88:12:51.58
Mobile	017856	OMU0038 490000M04100	1	COTTAGE HILL ROAD	ESLAVA CREEK	30:40:18.50	88:06:30.00
Mobile	017857	OMU0121 490000M01800	1	CONCEPTION ST RD	THREE MILE CREEK	30:43:07.43	88:03:56.11
Mobile	017858	OMU0086 490000M00100	1	SERV RD UNIV SH VI	TWELVE MILE CREEK	30:41:23.59	88:10:23.21
Mobile	018594	O649000 490000M00300	1	TERRELL RD.	PERCH CREEK	30:35:05.00	88:04:38.00
Mobile	018800	OMU0000 490000001000	1	MOBILE STREET	NALL ST. DRAINAGE CANAL	30:42:11.38	88:06:10.67
Mobile	019377	OMU0000 490000001200	1	MCVAY DRIVE	BOLTON BRANCH	30:38:45.00	88:06:11.00
Mobile	019379	OMU0000 490000001400	1	CYPRESS SHORES DR	JANIC BAYOU	30:35:53.71	88:08:11.26
Mobile	019380	OMU0000 490000001500	1	PILLANS STREET	SOUTHERN DRAIN	30:40:03.59	88:02:40.34
Mobile	019563	OMU005 490000M01600	1	HILLCREST ROAD	TWELVEMILE CREEK	30:41:05.93	88:11:26.33
Mobile	019565	OCO0000 490000269Z00	1	HILLCREST ROAD	HALLS MILL CREEK	30:36:37.63	88:11:26.78
Mobile	019798	OMU0000 490000001700	1	ROCHELLE LN	DOG RIVER TRIBUTARY	30:36:51.21	88:07:25.94
Mobile	019866	OMU0000 490000001800	1	BEL AIR BLVD	ESLAVA CREEK	30:40:26.97	88:07:04.63
Mobile	019964	OMU0000 490000M01900	1	INDUSTRIAL PKY EXT	60" INDUSTRIAL WATERLINE	30:47:41.79	88:04:12.33
Mobile	019982	OMU0000 490000002000	1	NAVCO ROAD	BOLTON BRANCH	30:38:41.61	88:06:09.39
Mobile	020002	OMU0000 490000002100	1	MUSEUM DRIVE	TWELVE-MILE CREEK	30:42:13.83	88:09:43.51
Mobile	020164	OCO1234 490000335X00	1	LAKEWIEW DR W	MILKHOUSE CREEK	30:40:54.83	88:12:51.35
Mobile	020229	OMU0000 490000002200	1	GRANADA AVENUE	SPRING CREEK	30:38:08.00	88:10:23.00
Mobile	020230	OMU0000 490000002300	1	MICHIGAN AVENUE	C.S.X RR	30:38:53.60	88:04:31.27
Mobile	020528	OMU0000 490000002500	1	EMOGENE ST	RANGELINE DITCH	30:40:58.79	88:07:23.06
Mobile	020578	OMU0000 490000002600	1	CODY RD N	MILKHOUSE CREEK	30:40:13.89	88:12:27.47
Mobile	020785	OMU0000 490000002700	1	NEVIUS RD	UNNAMED CREEK	30:36:23.97	88:11:19.18
Mobile	020867	OMU0000 490000002800	1	Baker St. Ext.	Southern Drain Canal	30:40:00.18	88:02:38.77
Mobile	020895	OMU0000 490000002900	1	S BROAD ST	DRAINAGE DITCH	30:38:57.00	88:03:45.00

BRIDGE IDENTIFICATION CROSS REFERENCE REPORT

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AREA	BIN	STRUCTURE NUMBER	RECORD TYPE	FACILITY CARRIED	FEATURES INTERSECTED	LATITUDE	LONGITUDE
Mobile	021337	OMU0000 490000003000	1	DUNLAP DRIVE	PINTO PASS	30:41:07.94	88:01:52.86
Mobile	021730	OMU0110 490000M02500	1	Ziegler Blvd	Branch	30:42:41.06	86:10:01.15

ATTACHMENT “B”

Required Underwater Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

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Report Criteria							
Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Underwater	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y	Y		Y	Y		Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y	Y		Y	Y		Y	02 2026	A
013117	OCO0000 490000122X00	1 MI S. COTTAGE HILL RD	Y	Y			Y		Y	03 2026	A

ATTACHMENT “C”

Required Interim Inspections and Frequency

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

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Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Special	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
003843	OMU0090 490000M00100	0.3 MI W CATHERINE ST	Y			Y	Y	Y	Y	01 2026	P
005510	OMU0020 490000M00100	150' N E FOREST AVE	Y			Y	Y	Y	Y	01 2026	P
005929	OMU0049 490000M01300	1.3 MI N US 98	Y			Y	Y	Y	Y	11 2026	P
006005	OMU0098 490000M00100	MORGAN @ LAWRENCE	Y			Y	Y	Y	Y	01 2026	P
006016	OMU0122 490000M04500	0.9 MI E.SHELTON BEACH RD	Y			Y	Y	Y	Y	11 2026	P
009575	OCO0000 490000256Z00	0.4 MI S HALLS MILL RD	Y			Y	Y	Y	Y	11 2026	P

ATTACHMENT “D”

Snooper & Lift Truck Inspections

LISTING OF STRUCTURES DUE FOR INSPECTION

AREA: All
COUNTY: All
CITY: MOBILE

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Report Criteria

Area:	All	City:	MOBILE	Maintenance Resp:	City/Municipal Hwy Agenc	Date:	3/31/2027
County:	All	MPO:	All	Inspection Resp:	City or Municipal Agency	Hide Delinquent:	No
				Inspection Type:	Snooper	Sort By:	Bridge ID

BIN	STR NUM	LOCATION	TYPE INSP DUE							R/SP INS DUE	I41
			R	F	U	P	N	C	DEL		
000347	OMU0018 490000M03600	0.1 MI E HOLCOMBE AVE JCT	Y		Y		Y	Y	Y	01 2026	A
001303	OMU0101 490000M00100	0.1 MI N FAIRWAY DR	Y				Y	Y	Y	01 2026	A
002731	OMU0117 490000M01600	1.6 MI N CLAIRBORNE ST	Y		Y		Y	Y	Y	02 2026	A
002962	OMU0109 490000M00400	0.4 MI N SPRING HILL AVE	Y				Y	Y	Y	02 2026	A
005611	OMU0089 490000M01500	300' N COTTON ST	Y				Y	Y	Y	02 2026	A
006583	OMU0018 490000M01600	0.1 MI W AZALEA RD	Y				Y	Y	Y	01 2026	A
006661	OMU0069 490000M00100	1 MI S HALLS MILL ROAD	Y				Y	Y	Y	01 2026	A
007031	OMU0041 490000M00100	200' N HALLS MILL RD	Y				Y	Y	Y	01 2026	A
014005	OMU0157 490000M00100	781 N. E. WATER STREET	Y				Y		Y	06 2026	A
015227	OMU0114 490000M00300	0.3 MI W STANTON RD	Y				Y	Y	Y	02 2026	A
016182	OMU0000 490000000900	2.6 MI N BANKHEAD TUNNEL	Y				Y	Y	Y	02 2026	A
020230	OMU0000 490000002300	100' E OF I-10	Y				Y		Y	05 2026	A

ATTACHMENT “E”
Schedule of Fees



Schedule of Fees & Services

The attached document is **CONFIDENTIAL**.

It is not to be reproduced or distributed without prior approval.

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

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

General Information

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

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

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

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

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

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

1.0 Professional Fees

1.1 Personnel

Engineer

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

Scientist / Geologist

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

Designer / Drafter

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

Technician

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

Inspector

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

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

Specialist

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

Project Manager

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

Consultant (Roofing, Safety, etc.)

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

Surveyor

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

* Architecture/Landscape Architecture/Planner

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

Administrative

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

1.2 Other Expenses

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

ATTACHMENT “F”

Insurance Certificates and E-Verify Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

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 Arthur J. Gallagher Risk Management Services, LLC 760 Howard Ave. Biloxi MS 39530	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 8002770856 E-MAIL ADDRESS: Patty_Savage@ajg.com FAX (A/C, No): 228-863-1957
INSURED Thompson Engineering Inc. 2970 Cottage Hill Rd Ste 190 Mobile AL 36606	THOMINC-03 INSURER(S) AFFORDING COVERAGE INSURER A: Beazley Insurance Company, Inc. INSURER B: Travelers Property Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 37540 25674

COVERAGES**CERTIFICATE NUMBER:** 999306791**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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP8S42687025NF	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			C1D697250901	2/1/2025	2/1/2026	Per Claim Aggregate 2,000,000 2,000,000

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

NOTE: Umbrella Coverage above; policy number CUP8S42687025NF through Travelers Property Casualty Co of America is excess coverage over General Liability policy number GLO3534778-03, Auto Liability policy number BAP3534779-03, and Employers Liability policy number WC3534777-03 written through Zurich American Insurance Company effective 2/1/2025 to 2/1/2026. Umbrella is follow form these policies.

2026 Bridge Inspection Cycle Contract

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

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

AUTHORIZED REPRESENTATIVE

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

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

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

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



THOMENG-01

KCROSBY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/18/2025

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
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT Rachel Hutto

NAME:

PHONE
(A/C, No, Ext): (334) 244-0004FAX
(A/C, No):E-MAIL
ADDRESS: rhutto@turnerfirst.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Zurich American Insurance Co.

16535

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	GLO 3534778-03	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	BAP 3534779-03	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3534777-03	2/1/2025	2/1/2026	☒ 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	☒ Auto Physical Damage			BAP 3534779-03	2/1/2025	2/1/2026	Various deductibles

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY WIDE BRIDGE INSPECTION (2026 CYCLE). CITY PROJECT NO. 2025-3005-18.

City of Mobile is named as an additional insured on a primary & non contributory basis on the General Liability and Auto Liability policies as required by written contract. A waiver of subrogation applies in favor of City of Mobile as respects General Liability, Automobile Liability, & Workers Compensation where required by written contract. WC Alternate employer endorsement applies where required by written contract. 30 days written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

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

ARTICLE I
PURPOSE AND AUTHORITY

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

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

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

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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

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

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

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

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

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

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

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

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

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

prior written consent of DHS.

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

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

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

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

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

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

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

D. RESPONSIBILITIES OF SSA

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

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

E. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

B. REFERRAL TO DHS

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

contest the finding, while their case is still pending.

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

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

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

B. TERMINATION

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

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

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

ARTICLE VI

PARTIES

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

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

Approved by:

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

Company ID Number:571783

Client Company ID Number:1426448

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

Company ID Number:571783

Client Company ID Number:1426448

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

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

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

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

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

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



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-18

Current Date 02/19/25

Project Description: City Wide Bridge Inspection (2026 Cycle)

Total Estimated Value of the Project: \$339,320.00

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):

Please attached any supporting documentation.

Waiver requested due to the nature of the work. The work required on this contract requires specific and special

Certifications.

Requested By (Department Director)

John Forrester

(Signature)

(Title)

(Date)

251-208-7243

Asst. City Engineer

02/19/2025

Telephone Number

Email
Address

forresterj@cityofmobile.org

251-208-7243

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

Supplier Diversity Manager

2/26/2025

(Signature)

(Title)

(Date)

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
CITY RIGHT-OF-WAY LOCATED ON THE WEST SIDE OF
KNOLLWOOD DRIVE JUST NORTH OF MEDICAL PARK DRIVE

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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

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

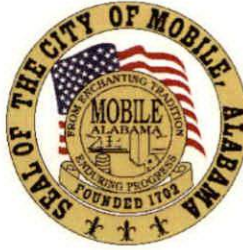
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily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

Given under my 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	

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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

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

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

1-16-2025
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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Revised February 2014

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N/A

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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)

CRP

(24)

(23)

(22)

(21)

(20)

(19)

(18)

(17)

(16)

(15)

(14)

(13)

(12)

(11)

(10)

CTF

(1)

(2)

UNDEVELOPED

17.164 AC.±
747,874 S.F.±

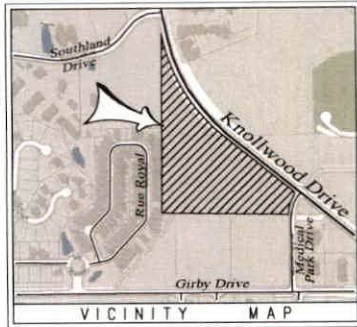
100' MINIMUM BUILDING SETBACK

ARC 942.85'

Knollwood Drive

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

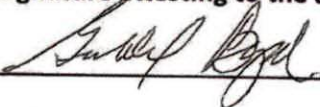
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

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-~~2009~~ 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 Fufuere Address: 3444 Rue Royal Email: Fretweil@ZBellSouth, MD Phone: 251-455-5489

Name: Barbara "Jane" Xonko Address: 3432 Rue Royal Email: bjanekemke@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

Cheryl, 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

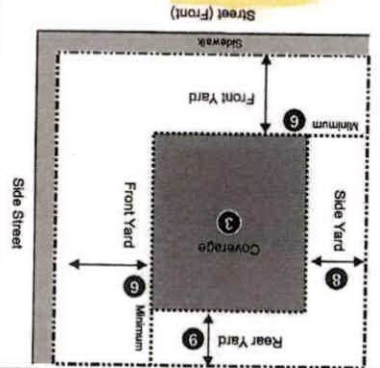
Jnsch2000@yahoo.com
251-366-1835

6

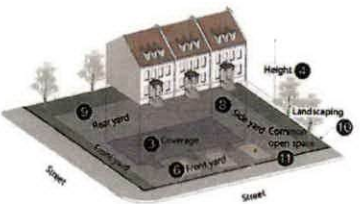
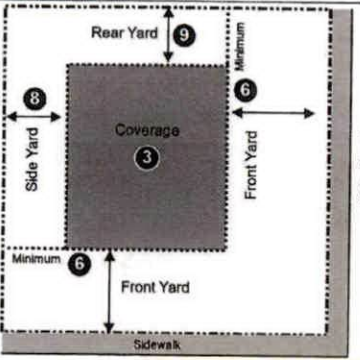
Article 2 Zoning Districts

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



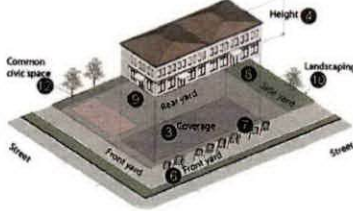
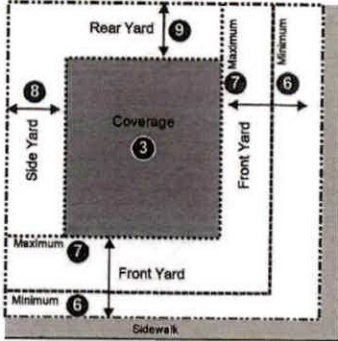
R-3

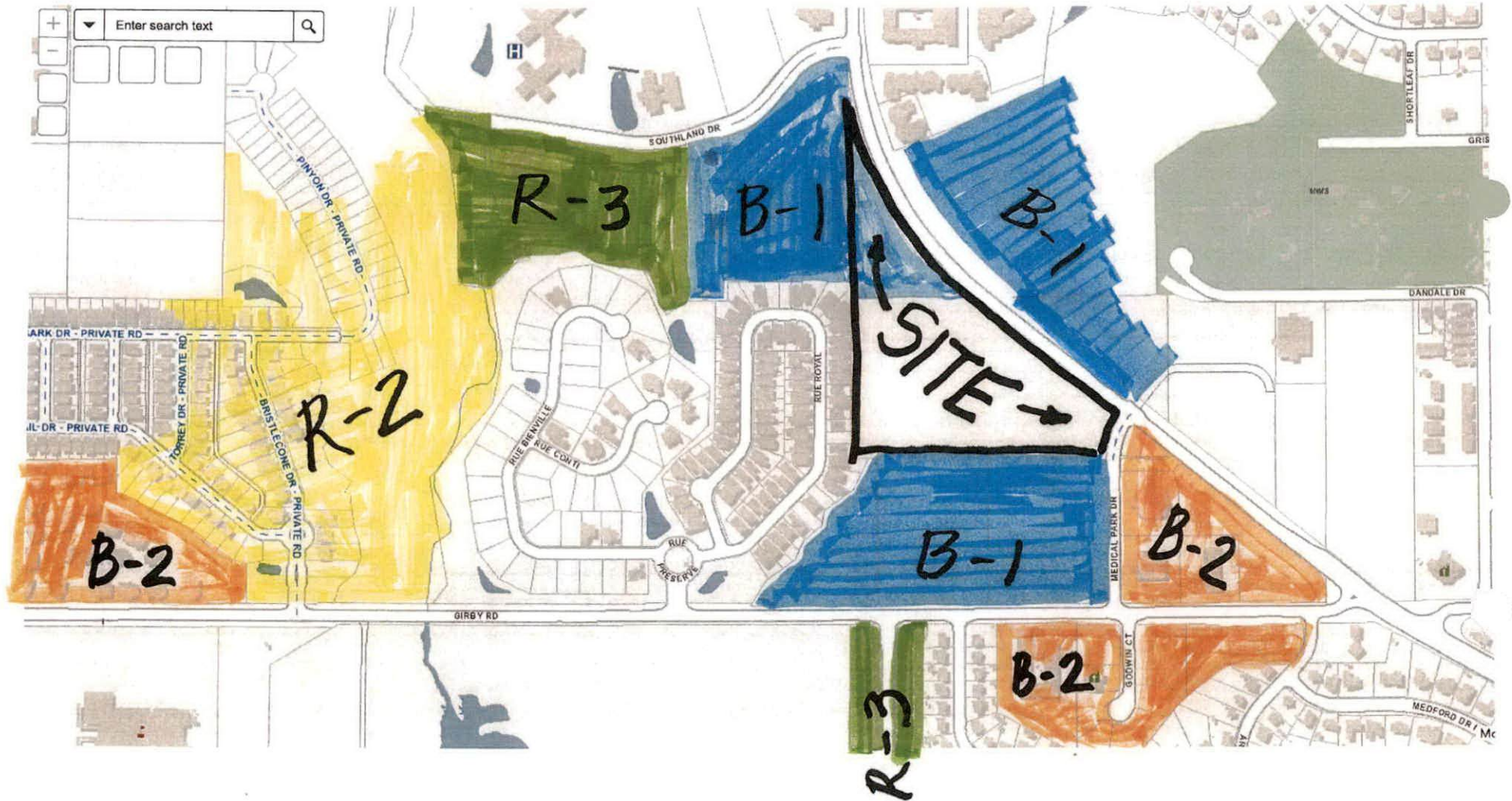
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)	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

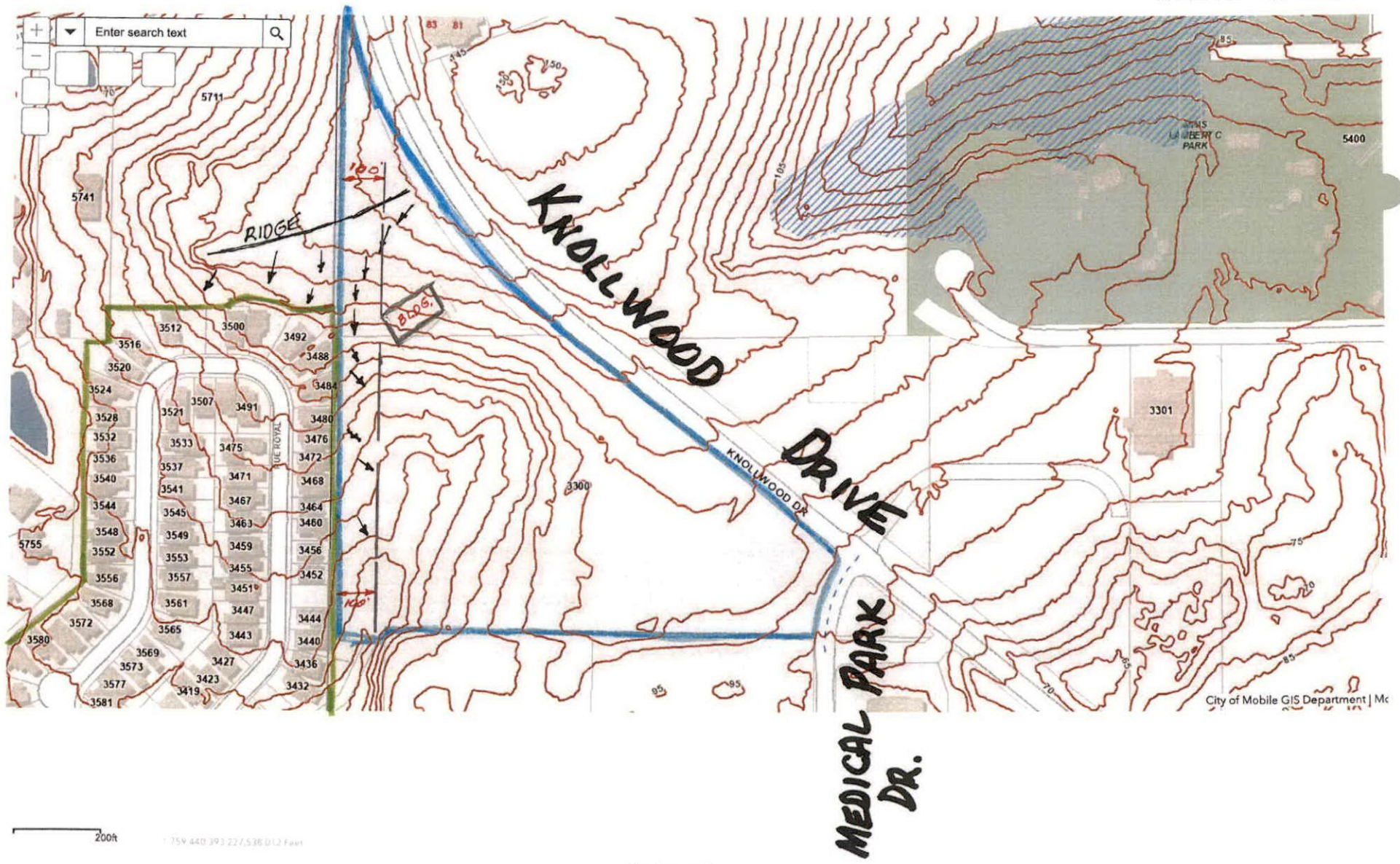
			
District		Street (Front)	
		B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front 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



400ft

1:760 314 966 228 041 340 Feet

All rights reserved



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.

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- 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,

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,

[Your Name] - *Yohannes Bekele*

[Your email address] *zyeru-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

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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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

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,

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.

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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,

[Your Name]

[Your email address]

5755 Rue Conti
Mobile, AL 36693
LIPKA DEY 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

Location: Subdivision Name: Applicant / Agent: Council District: Proposal: OTHER BUSINESS 3300
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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

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

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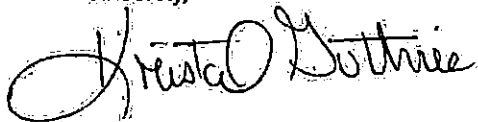
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Thank you for your attention to this matter.

Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalg3@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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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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Thank you for your attention to this matter.

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.

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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

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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

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P.O. Box 1827 Mobile, AL 36633-1827 planning@cityofmobile.org

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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

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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)

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

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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

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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,

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](#)

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,

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.

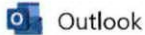
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

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>

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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>

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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,

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.

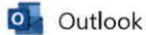
I'm greatly concerned about the environmental impact of the proposed development. The site is less than half a mile away from the Environmental Studies Center. This area has been a sanctuary for the beautiful animals and a secure habitat for them at the ESC. The construction and subsequent stormwater 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>

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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:

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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.

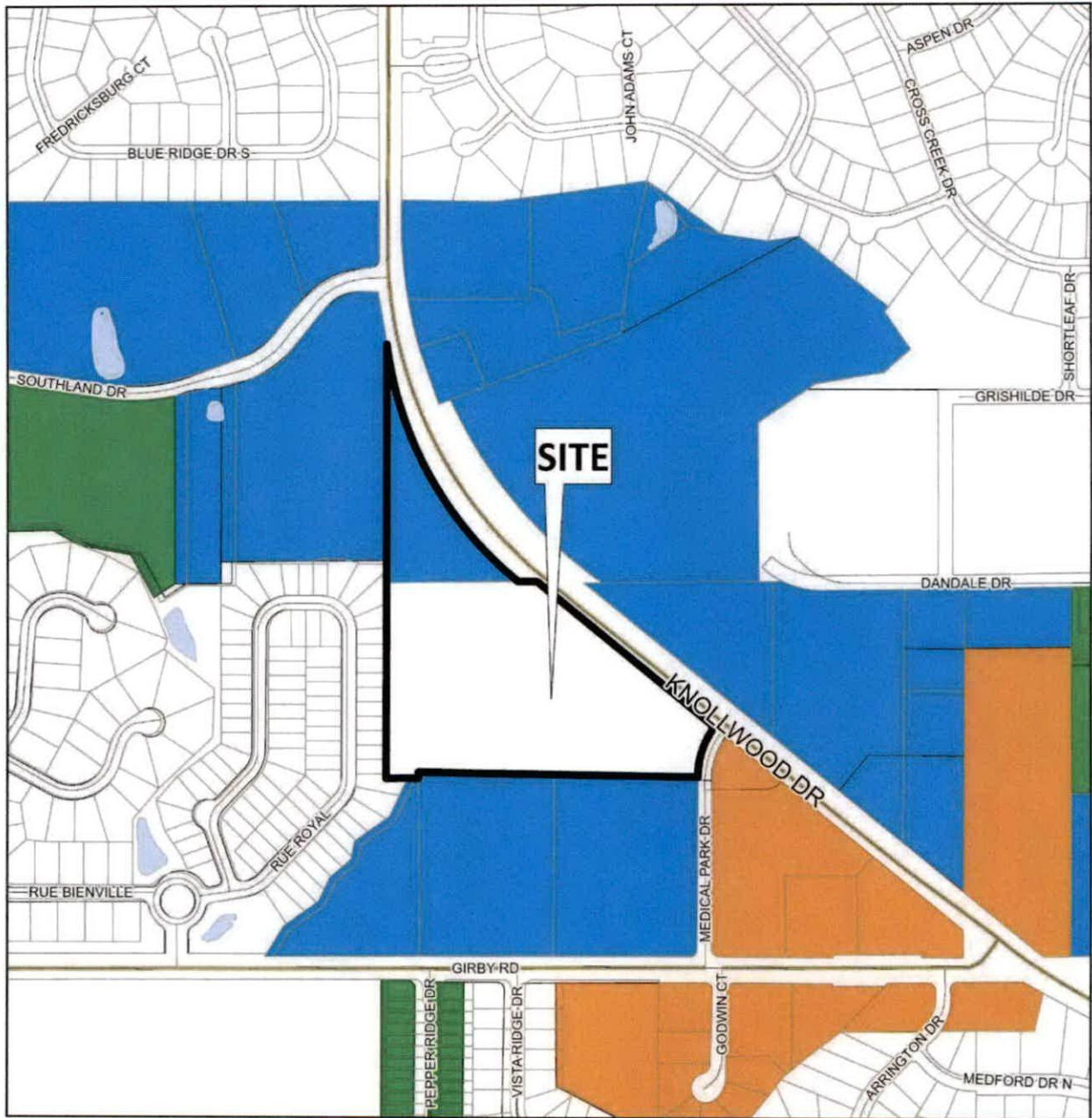
The applicant's responses to address the above criteria are available in the link on page one (1).

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.

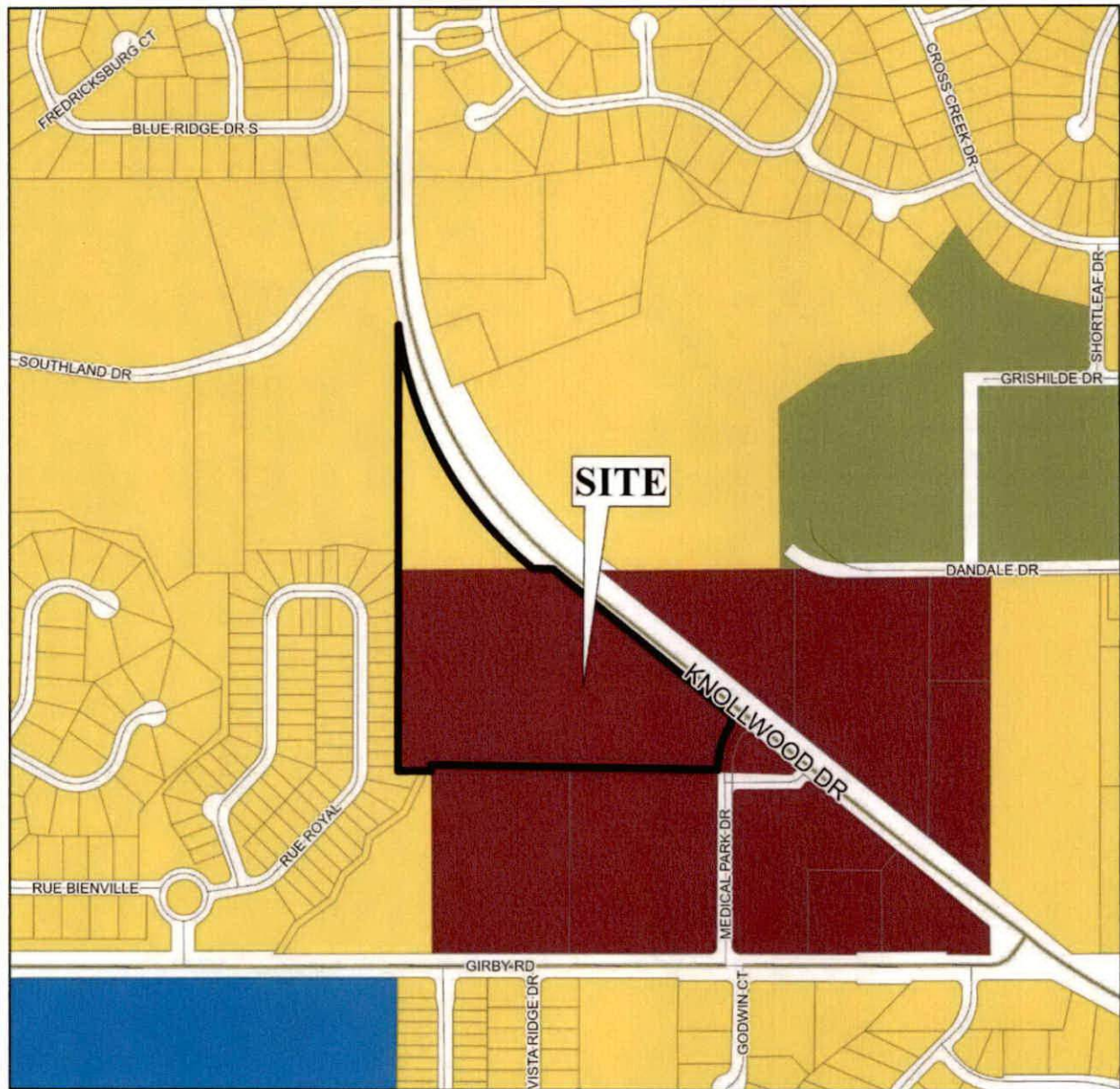
LOCATOR ZONING MAP



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

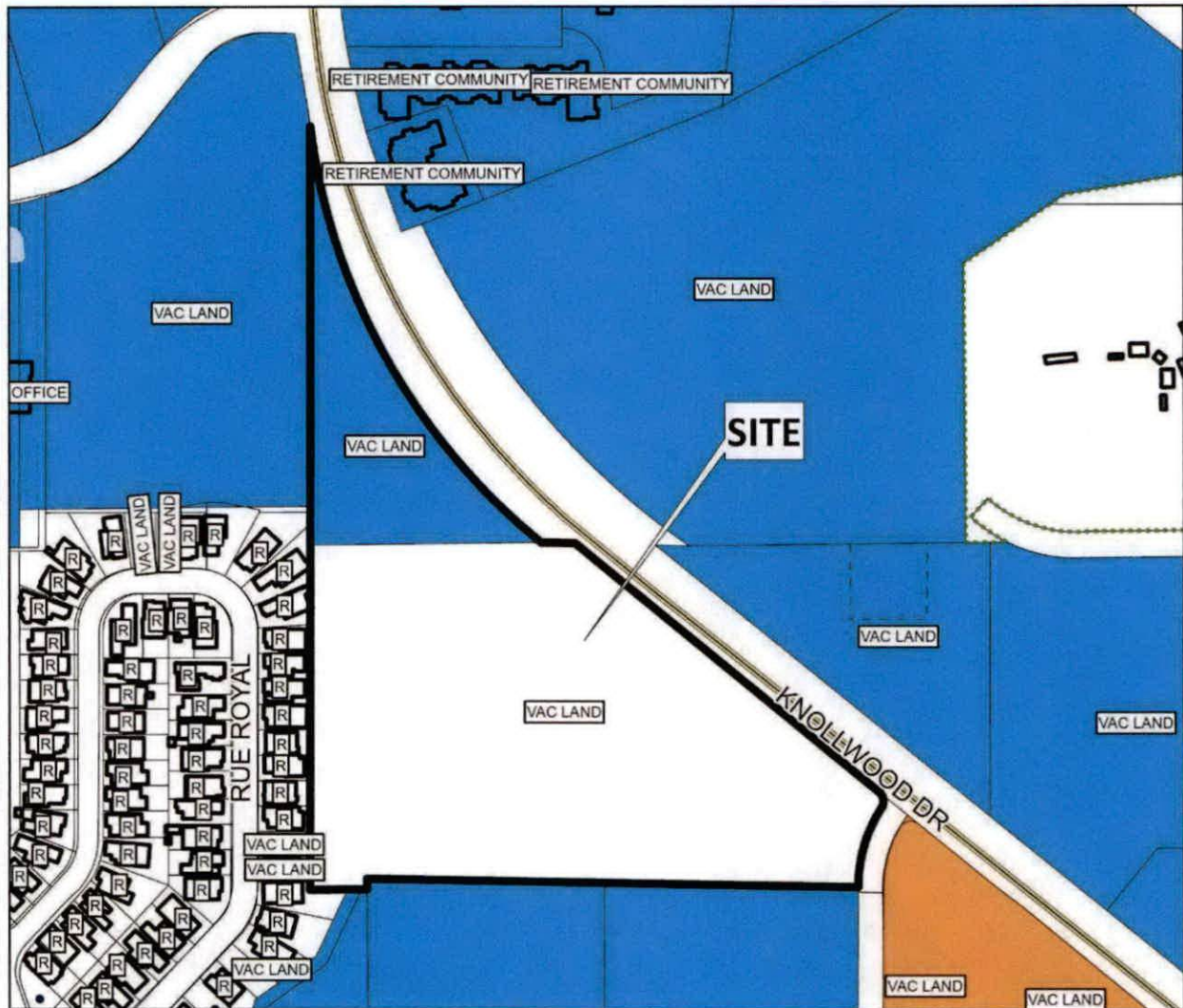
REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| 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

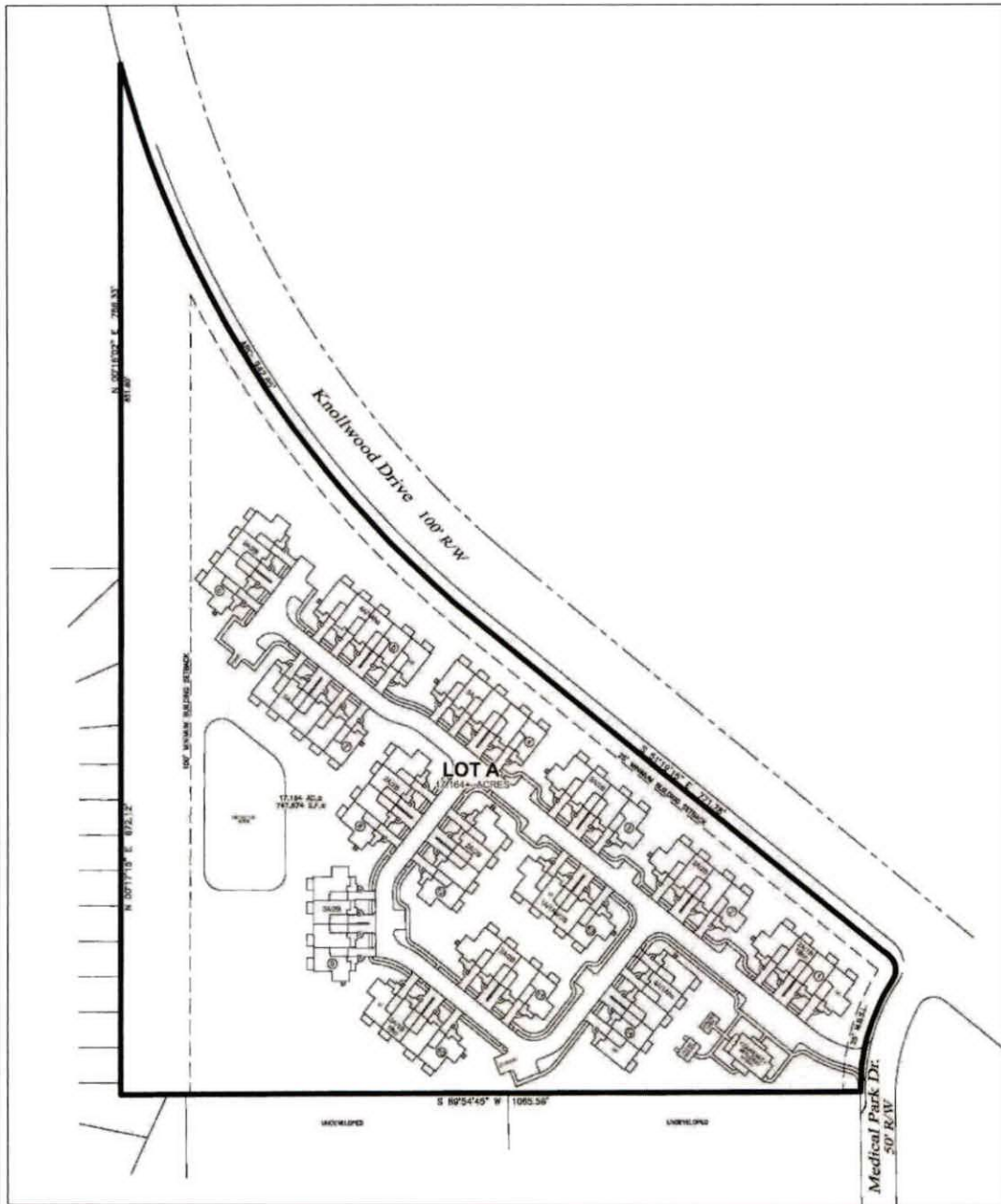
APPLICANT The Knollwood Place, First Addition

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.

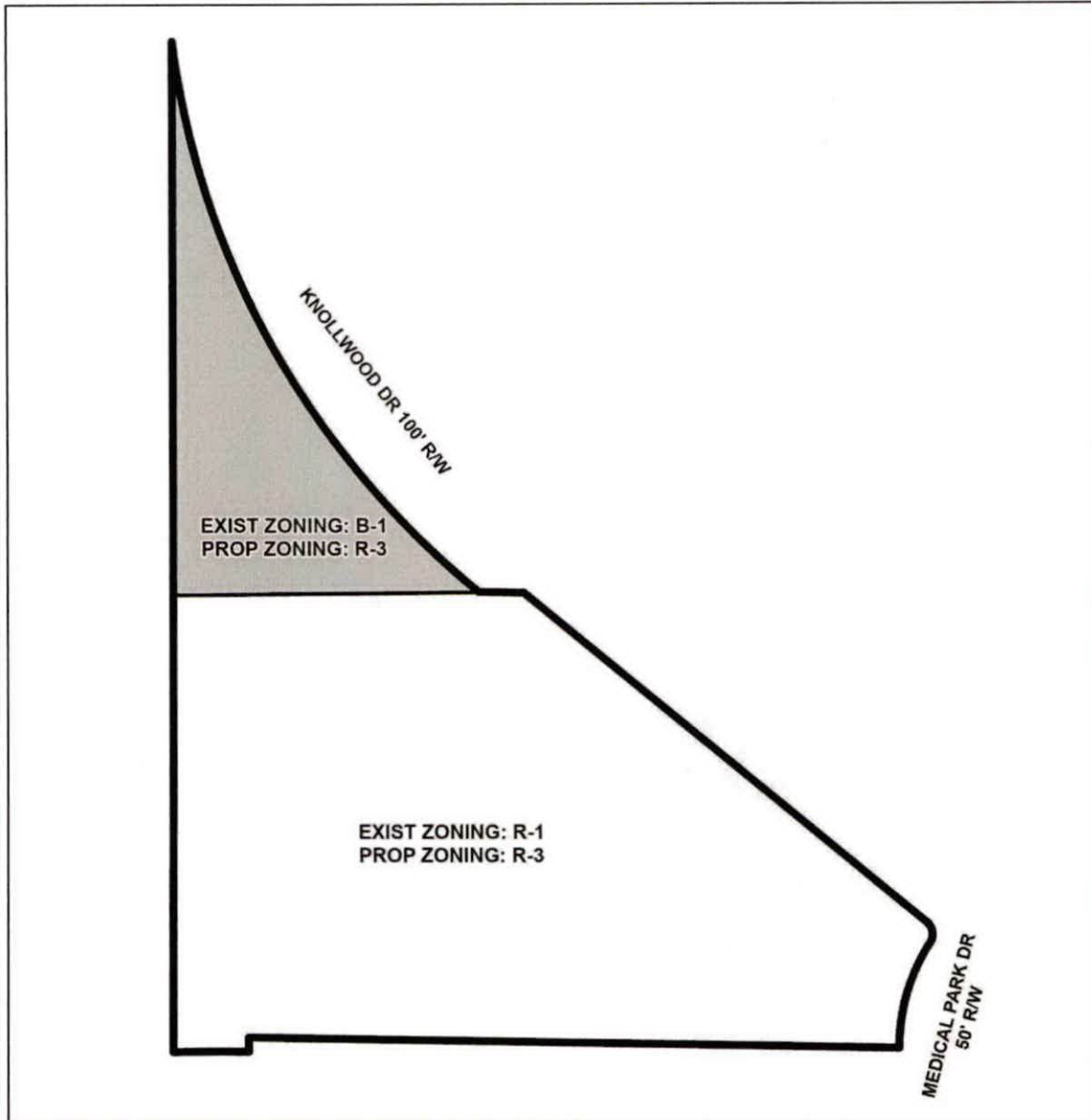
APPLICATION NUMBER 15 DATE February 20, 2025

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.).