



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, March 11, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Dr. Bobby Morton, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 25 and March 5, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. PUBLIC HEARINGS

Public hearing to declare the structure at 2351-B Dickson Lane a public nuisance and

order it demolished (District 1).

Public hearing to declare the structure at 2906 Nall Street a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1339 Basil Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 400 Lexington Avenue a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1509 Alba Avenue a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 4730 Knight Drive a public nuisance and order it demolished (District 4).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

John Young - comments about suggestive dressing and dancing at Mardi Gras parades.

Reggie Hill - continue petition from previous week (emphasis on Legal Dept.), zoning matters (UDC, various boards), and clarity on potential debt through bonds.

Jim Walker - issues with vehicles being towed.

11. ORDINANCES HELD OVER

34-004 Ordinance to Amend Article VI of Chapter 34, "Lodging Tax", of the Code of the City of Mobile (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

50-005 Determine whether the Mobile Tourism Improvement District should be continued, modified, or terminated (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

12. RESOLUTIONS HELD OVER

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 with 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.).

13. CONSENT RESOLUTIONS BEING INTRODUCED

09-448 Transfer funds from District 2 Discretionary Account to Parks & Rec. Seals Multi-Purpose Room Account for Rock of Faith Missionary Baptist Church Anniversary Tea (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

37-449 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Callghan's Irish Social Club; 250 Marine St. (sponsored by Councilmember Carroll).

40-450 Declare the structure at 2351-B Dickson Lane a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-451 Declare the structure at 2906 Nall Street a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-452 Declare the structure at 1339 Basil Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-453 Declare the structure at 400 Lexington Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-454 Declare the structure at 1509 Alba Avenue a public nuisance and order it demolished (sponsored by Councilmember Small).

40-455 Declare the structure at 4730 Knight Drive a public nuisance and order it demolished (sponsored by Councilmember Reynolds).

58-456 Assess costs for removal of weeds, Repeat Weed Lien Group #84.

60-457 Approve award of special bonus for the Office of the Month; King (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-458 Approve award of special bonus to the Officer of the Month; Bolton (sponsored by Mayor Stimpson) (submitted by Chief William Jackson, MPD).

60-459 Determine an appropriation to Gulf Coast Caribbean Carnival Association serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-460 Determine an appropriation to Crestview Community Action Group serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-461 Determine an appropriation to University of South Alabama JagGirls serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

03-475 Appoint Robert Adam "Bucky" Thomas, Freddie Stokes, and R. Jeffrey Perloff as part-time Mobile Municipal Court judges (sponsored by City Council).

14. CIP RESOLUTIONS BEING INTRODUCED

21-473 Authorize contract with Harris Contracting Services, Inc. for Mims Park Athletic restroom/concession; \$1,137,000.00 (sponsored by Councilmember Reynolds)

and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

15. RESOLUTIONS BEING INTRODUCED

01-462 Authorize amendment to Agreement with Four Moons, LLC for federal reporting software; increase NTE \$75,000.00 (sponsored by Mayor Stimpson) (submitted by James Roberts, Community and Housing Development).

01-463 Authorize Reimbursable Agreement with MAWSS for Dauphin Street, from Springhill Memorial Hospital to Sage Ave.; \$244,100.00; (sponsored by Councilmembers Penn, Daves, & Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering and Infrastructure).

08-464 Approve purchase order to Coastal Alabama Community College for EMS and paramedic classes; \$25,331.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-465 Approve purchase order to Graybar Electric Co., Inc. for street light poles for Village of Spring Hill; \$22,755.35 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-466 Approve purchase order to Sunbelt Fire, Inc. for fire bunker gear and helmets for MFRD; \$67,655.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-467 Approve purchase order to University of South Alabama for EMT certification courses for MFRD; \$40,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-468 Approve purchase order to University of South Alabama advanced EMT courses for MFRD; \$38,471.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-469 Approve purchase order to University of South Alabama for paramedic courses for MFRD; \$26,698.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-470 Transfer funds from Facility Maintenance Capital Account to Capital Project Energy Efficiency and Conservation to match and support the FY24 Energy Efficiency and Conservations Block Grant; \$120,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

13-471 Authorize Change Order with Geotechnical Engineering Testing, Inc. for Mobile Civic Center Master Plan Improvement; \$45,000.00 increase (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, Deputy Director REAM Dept.).

21-472 Authorize contract with Jaguar Consulting, LLC for Gulf Coast Exploreum HVAC upgrades; \$20,600.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

31-474 Authorize the Mayor to accept from the Alabama Department of Transportation a FY2025 Transportation Alternatives Set-Aside Program Grant for sidewalk improvements along Old Shell Road; \$187,680.86 (\$46,920.21 local match) (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering & Infrastructure).

16. ANNOUNCEMENTS

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, March 5, 2025 3:03:42 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, March 5, 2025 2:45 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: vulgar sexually suggestive dress and dance by parade participants
Pertain To City Business: Mobile mardi gras is supposed to be family friendly.
Signature: John Carlos Young
Signature Verify: X
Agree: X
Date Submitted: 2025-03-05 14:45:47

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

From: [RJHILL II](#)
To: [Gauthier, Lana](#)
Subject: 3/11 Agenda
Date: Thursday, March 6, 2025 1:50:16 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 previous 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);
- * Clarity on potential debt being adopted through bonds (clarity based on The Supreme Court of Alabama).

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

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





ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to: City Clerk's Office
205 Government Street
9th Floor, South Tower
Mobile, Al 36644
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Jim Walker Date: 3/6/25

Address: 602 Church Street

Phone: _____ Email: looking.for.a.chateau.21rooms@gmail.com

Date to Address City Council: 3/11/25

Subject (must complete):

MPD told me where to store my vehicles, Municipal Enforcement towed them to MPD impound without notice.

The City towed them back from impound to the spot they were located when they were towed to impound. They were towed again last Thursday.

Specific Questions: _____

Signature: Jim Walker

AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY CODE ENTITLED “LODGING TAX”

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the “City”) is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT:

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Allocation of revenues.

(a) Allocation of four-fifths of revenues:

- i. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
- ii. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.
- iii. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) Allocation of one-fifth of revenues:

- i. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars (\$3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport. This allocation shall remain in effect for a period of ten (10) years from the effective date of this ordinance.
- ii. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
- iii. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

City Clerk

**AN ORDINANCE TO AMEND ARTICLE VI OF CHAPTER 34 OF THE MOBILE CITY
CODE ENTITLED "LODGING TAX"**

Sponsored By: William S. Stimpson, Mayor

WHEREAS, the City of Mobile (the "City") is committed to maintaining and improving public infrastructure and amenities to benefit residents and visitors alike; and

WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT:

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax-City.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to ten (10) percent of the gross receipts received by each such person from the renting of rooms within the city, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax-Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

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(a) Allocation of four-fifths of revenues:

1. *Convention facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
11. *Capital improvement fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by section 34-101 shall be designated to the capital improvement fund.
111. *General Fund Operating Budget.* Ninety-six (96) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

(b) Allocation of one-fifth of revenues:

1. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, up to and not to exceed three million dollars (\$3,000,000.00) per fiscal year, shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport.

Sunset Provision: This allocation to the Mobile Airport Authority shall remain in effect until May 1, 2035 unless the Mobile City Council votes to extended the time this provision is in effect.

11. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
111. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

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Adopted:

City Clerk

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Sponsored By: William S. Stimpson, Mayor

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WHEREAS, tourism and overnight lodging are vital components of the local economy, contributing to business activity and employment in the City; and

WHEREAS, an adjustment to the lodging tax rate will ensure a fair contribution from visitors benefiting from City resources and services during their stays; and

WHEREAS, the lodging tax rate within the City has remained unchanged for approximately twenty years, and will remain competitive with comparable municipalities, even with the adjustment set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT:

SECTION 1. Section 34-101 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—City.

There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax in the nature of a lodgings tax, upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, short-term rental, bed & breakfast, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration. The tax shall be in an amount equal to ten (10) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room.

SECTION 2. Section 34-102 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Levy of tax—Police jurisdiction.

There is hereby imposed, levied and assessed against every person engaged in the business of operating hotels, motels, short-term rentals, tourist courts, tourist cabins, lodging houses and rooming houses renting to transients, in addition to all license taxes heretofore imposed, and now existing against them, a license tax equal to five (5) percent of the gross receipts received by each such person from the renting of rooms within the police jurisdiction, including the charge for use or rental of personal property and services furnished in such room.

SECTION 3. Section 34-106 of Chapter 34 of the Mobile City Code is hereby repealed and replaced in its entirety with the following:

Allocation of revenues.

(a) Allocation of four-fifths of revenues:

- i. *Convention Facility.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated for the expense incurred in building, marketing, operating and financing the convention facility, and for payments of any amounts by the city due under any lease with respect to the convention facility.
- ii. *Capital Improvement Fund.* Two (2) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the capital improvement fund.
- iii. *Visit Mobile.* Thirty-Seven and one half (37.5) percent of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be allocated to the Mobile Convention and Visitor's Corporation, dba Visit Mobile. This allocation shall remain in effect for a period of five (5) years from the effective date of this ordinance and shall be eligible for periodic renewal.
- iv. *General Fund Operating Budget.* All remaining revenues of four-fifths of the revenues derived from the lodging tax imposed by Section 34-101 shall be allocated to the city's general fund operating budget.

(b) Allocation of one-fifth of revenues:

- i. *Mobile Airport Authority.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101, not to exceed \$1.4 million in fiscal year 2025; \$2.5 million in fiscal years 2026, 2027, and 2028; \$3 million in fiscal years 2029 through 2035; in fiscal year 2036 an amount to bring the total distribution to the Mobile Airport Authority in fiscal years 2025 through 2036 to, but not to exceed, \$30 million shall be designated for expenses incurred by the Mobile Airport Authority at the Mobile International Airport. This allocation shall remain in effect for a period of eleven (11) calendar years from the effective date of this ordinance.
- ii. *Mobile Arena Facility Debt Service.* One hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 above the three million dollars (\$3,000,000.00) described in subsection (b)(i) shall be designated for debt service incurred in constructing and financing the Mobile Arena. This allocation shall remain in effect for a period of twenty (20) years from the effective date of this ordinance or until the initial debt incurred for the Mobile Arena has been retired, whichever is earliest.
- iii. *General Fund Operating Budget.* Upon the retiring of the Mobile Arena debt service, as described in subsection (b)(ii), one hundred (100) percent of one-fifth of the revenues derived from the lodging tax imposed by Section 34-101 shall be designated to the general fund.

SECTION 4. SEVERABILITY: In the event that any section, subsection, sentence, clause or phrase of this ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance, which shall remain in full force and effect, as if the section, subsection, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

SECTION 5. REPEALER: All City Code sections and ordinances or parts of City Code sections and ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. NOTICE TO ALABAMA DEPARTMENT OF REVENUE: No later than March 1, 2025, the City Clerk shall cause a certified copy of this ordinance to be delivered to the Alabama Department of Revenue as required by law.

SECTION 7. EFFECTIVE DATE: This ordinance shall become effective on May 1, 2025, upon its adoption and publication as required by law.

Adopted:

City Clerk

AGREEMENT AMONG THE CITY OF MOBILE, THE MOBILE AREA LODGING CORPORATION, AND THE MOBILE CONVENTION & VISITORS CORPORATION

This Agreement is entered into as of the 1st day of May, 2025 (the “Effective Date”) by and among the CITY OF MOBILE, a municipal corporation (hereinafter “City”), the MOBILE AREA LODGING CORPORATION, an Alabama nonprofit corporation (hereinafter “MALC”), and the MOBILE CONVENTION & VISITORS CORPORATION, an Alabama nonprofit corporation (hereinafter “MCVC”), relative to the Mobile Tourism Improvement District (hereinafter “MTID”).

RECITALS

- A. The MTID was formed pursuant to the Self-Help Business Improvement Districts in Class 2 Municipalities Law, Ala. Code § 11-54B-40 et seq. (the “Law”). On May 19, 2020 the City Council adopted Ordinance 50-014 which established the MTID, pursuant to Section 11-54B-46 of the Law, with an effective date of July 1, 2020 and with a sunset provision requiring that the City Council determine whether the MTID should be continued, modified or terminated. Pursuant to such Ordinance the City, MALC and MCVC entered into an Agreement (the “2020 Agreement”) providing for the administration of the MTID and various obligations of each party.
- B. In December, 2024, MALC prepared and released a new District Plan for the MTID, dated December 12, 2024, to govern operations for the period from May 1, 2025 through April 30, 2030 (the “2025 District Plan”), which provides for sales and marketing and capital improvements programs for assessed lodging businesses in the City. The District Plan is incorporated into this Agreement by reference.
- C. MALC submitted a petition to the City Council signed by property owners representing at least sixty percent (60%) of the proposed annual assessments within the MTID and the owners of at least fifty percent (50%) of the assessed lodging businesses located within the MTID and requested that the City Council initiate proceedings to modify the MTID pursuant to the Law in order to change the assessment methodology to fund the 2025 District Plan.
- D. On February __, 2025 the City Council adopted Ordinance Number _____ which modified and continued the MTID, with an effective date of May 1, 2025.
- E. MALC represents all business owners included within the MTID and possesses the capacity, in conjunction with MCVC, to provide the MTID programs as described in the District Plan.
- F. The City, MALC, and MCVC desire to enter into this Agreement to set forth the roles and responsibilities of the parties with respect to providing MTID programs and administration.
- G. The City affirms that the level of services presently being provided by the City to the businesses within the MTID shall continue at the same level after establishment of the MTID, as contemplated in this Agreement.
- H. The parties have agreed that this Agreement shall become effective and supersede the 2020 Agreement as of the Effective Date.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. DEFINITIONS. Certain terms are defined in the heading and recitals to this Agreement. In addition to those terms, the following definitions shall apply:
 - A. MTID Programs. The programs to be provided by MALC and MCVC within the MTID include sales and marketing, capital improvements, and related administration, as described in greater detail within the District Plan.

2. MALC OBLIGATIONS. MALC's obligations under this Agreement shall be as follows:

- A. MTID Programs. MALC shall oversee the implementation of MTID programs in the manner and of the quality described in the District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MALC shall be fully responsible for overseeing, developing, and directing the MTID programs as described in the District Plan. MCVC shall not oversee, develop, or direct any MTID programs.

- B. Annual Budgets. The officers of MALC shall submit a detailed annual budget for approval by its Board of Directors including proposed expenditures and proposed sources of funding, which may include voluntary donations. The budget shall explain how it contributes to goals and objectives for the MTID.

The budget shall be introduced, approved, amended, and adopted by resolution passed by not less than a majority of the full membership of the Board of Directors. The procedure for passing a budget shall be as follows:

- i. Introduction and preliminary approval of the budget.
- ii. Public advertising of the budget.
- iii. Public hearing relating to the budget.
- iv. Amendments to the budget and public hearings relating to those amendments, if required.
- v. Adoption of the budget.
- vi. No budget shall be adopted until a public hearing has been held thereon and all persons having an interest therein have been given an opportunity to present objections.

The Board of Directors may amend the budget during or after the public hearing.

No amendment to the budget by the Board of Directors shall be effective until all persons having an interest therein have been granted a public hearing thereon, if the amendment does or provides for any of the following:

- i. Adds a new item to in an amount in excess of ten percent (10%) of the total amount as stated in the approved budget.
- ii. Increases or decreases any item within the budget by more than ten percent (10%) of the amount stated in the approved budget for the item.
- iii. Increases the amount needed to be raised by special assessment by more than ten percent (10%) of the total special assessment revenues stated in the approved budget.

- C. Annual Reports. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual report that includes, at a minimum:

- i. A financial statement for the preceding year, including a balance sheet, statement of income and loss, and such other information as is reasonably necessary to reflect MALC's actual performance, certified by the MALC Treasurer; and
 - ii. The budget for the current fiscal year.
- D. Annual Audits. For each fiscal year of MTID operations, MALC shall, within 90 days after the close of each fiscal year, submit to the City Clerk an annual audit of its books, accounts, and financial transactions. The annual audit shall be conducted by a certified public accountant. Within four (4) months after the close of the fiscal year, a certified duplicate copy of the audit shall be filed with the Mayor and Finance Director of the City.
- E. Subcontracts. MALC and MCVC shall let and administer all subcontracts necessary for providing the MTID programs. MALC assumes responsibility for the contracting of, and payment for, all support services as may be required. MALC shall comply with all applicable State and City laws and regulations.
- F. Other Programs. MALC will continue to look for ways to improve the MTID and enhance business opportunities for all MTID assessed property owners.
- G. Indemnification and Hold Harmless. Except for the active negligence or willful misconduct of the City, MALC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MALC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this agreement by MALC or its subcontractors.
- H. Insurance Requirements. The insurance requirements will be provided in Exhibit "A", attached hereto and made a part hereof.
- I. MALC Status. MALC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MALC hereunder. Acting in the capacity of an independent contractor, the MALC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.
- J. Assignment. MALC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City; such consent must be granted or denied at the sole discretion of the City. Any attempt by the MALC to assign or transfer its rights or obligations without such written consent shall be null and void.
- K. Assets of MALC. Pursuant to State law, in the event of MALC's dissolution, or upon any withdrawal of its designation as the MTID's district management corporation, all interest in and title to funds held by or for MALC, and all property of MALC shall be transferred and assigned to a successor MTID district management corporation, or if no successor MTID district management corporation exists, to the general fund of the City for use in funding the MTID programs as the MALC Board of Directors shall direct and designate.
- L. MALC Not Agent of the City. Neither MALC nor any of MALC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of MALC's obligations under this Agreement, or for any other purpose.

- M. MALC Subject to Laws. MALC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.
- N. Nondiscrimination. In the performance of this Agreement, MALC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.

3. MCVC OBLICATIONS.

- A. MTID Programs. MCVC shall administer MTID sales, marketing and promotional items as specified by MALC, subject to the oversight, development, and direction of MALC, in the manner and of the quality described in the MTID's District Plan and annual reports, during the following time periods:

Year 1 (partial)	May 1, 2025	through	September 30, 2025
Year 2	October 1, 2025	through	September 30, 2026
Year 3	October 1, 2026	through	September 30, 2027
Year 4	October 1, 2027	through	September 30, 2028
Year 5	October 1, 2028	through	September 30, 2029
Year 6 (partial)	October 1, 2029	through	April 30, 2030

MCVC shall be fully responsible for implementing the District programs, subject to the oversight, development, and directions of MALC, as described in the District Plan.

- B. Indemnification and Hold Harmless. MCVC undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest, from and against all suits and causes of action, claims, losses, demands, and expenses, included but not limited to attorney's fees and costs of litigation, damage or liability of any nature whatsoever, for death or injury to any person including MCVC's employees or agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance by the MCVC or its subcontractors of the MCVC's obligations under this agreement. Nothing herein shall cause MCVC to be responsible or liable for any action, claims, losses, demands and expenses arising out of any action or inaction by or on behalf of the City or MALC.
- C. Insurance Requirements. The insurance requirements will be provided in Exhibit "B", attached hereto and made a part hereof.
- D. MCVC Status. MCVC shall perform its obligations under this Agreement and shall be responsible for any federal, state, and local taxes and fees applicable to payments made to MCVC hereunder. Acting in the capacity of an independent contractor, MCVC's employees and subcontractors are not City employees and are not entitled to or eligible for any benefits provided by the City.
- E. Assignment. MCVC covenants and agrees that it will not assign or transfer its rights or obligations under this Agreement, either in whole or part, without first obtaining the written consent of the City and MALC; such consent must be granted or denied at the sole discretion of the City and MALC. Any attempt by MCVC to assign or transfer its rights or obligations without such written consents shall be null and void.
- F. MCVC Not Agent of the City. Neither MCVC nor any of MCVC's employees, agents, representatives or subcontractors are or shall be considered to be agents of the City in connection with the performance of the MCVC's obligations under this Agreement, or for any other purpose.
- G. MCVC Subject to Laws. MCVC understands and acknowledges that it will be subject to all State and City laws and regulations and hereby agrees to comply with all such laws and regulations.

- H. Nondiscrimination. In the performance of this Agreement, MCVC shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition.
4. CITY OBLIGATIONS. The City's obligations under this agreement shall be as follows:
- A. MTID Administration. This Agreement shall be administered on behalf of the City by the City Clerk.
- B. Collection and Disbursements. The City's Revenue Department shall effect the timely collection of the assessment; coordinate the collection of the assessment; provide general assistance, clarification, or information to MALC, the assessed property owners and the public at large; and, direct the disbursement of assessment funds to be made to MALC.
- C. Disbursements to MALC. The MTID assessments will be collected by the City's Revenue Department. With the exception of the City Fee of one percent (1%) of the amount of collected assessments provided for in the District Plan, and the MTID's pro rata share of any delinquent assessment collection costs, the City shall disburse to MALC the actual assessment revenue collected. Within thirty (30) days of receipt of assessment funds collected, the City shall forward the net amount of collected assessment funds to MALC.
- D. Continuation of City Services. The parties agree that the City's services to the District are comprised of funding for MCVC. The City shall continue to provide funding for MCVC at verifiable "baseline" levels. The baseline level of funding shall at all times equal 37.5% of receipts for the preceding fiscal year from the City's lodging tax.
- E. Lodging Tax. During the term of this Agreement the City shall not increase its lodging tax by more than two percentage points above the current rate of eight percent (8%). The City shall not increase in the lodging tax above the current rate of eight percent (8%) unless the City shall have first imposed the lodging tax on short-term rentals and shall have enhanced enforcement and collection with respect to such short term rentals.

GENERAL PROVISIONS

- A. General Fund Not Liable. Neither the General Fund of the City nor any other fund or monies of the City, except for the actual MTID assessment revenue received, shall be liable for payment of any obligations to MALC or the MTID arising from this Agreement. Said obligations are not debts of the City, nor a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon its income, receipt or revenues. This Agreement embodies all of MALC reimbursement rights and no further note or other document shall be required to be executed by the City.
- B. Notices. Any notice, tender, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given when delivered or mailed in the manner provided in this paragraph to the following persons:

City: Lisa Lambert
City Clerk
9th Floor Government Plaza – South Tower
PO Box 1827
Mobile, AL 36633-1827
(251) 208-7576

MALC: Kent Blackinton
Chair of the Board
Mobile Area Lodging Corporation
64 South Water Street
Mobile, AL 36602
(251) 379-1901

MCVC: David Clark
President & CEO
Mobile Convention & Visitors Corporation
1 South Water Street
Mobile, AL 36602
(251) 208-2004

Any party may change that party's address for these purposes by giving written notice of the change to the other parties in the manner provided in this section. If sent by mail, any notice or other communication shall be effective 48 hours after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above.

- C. Term, Termination and Amendments. The term of this Agreement shall be from the Effective Date through April 30, 2030, although executed by the parties prior to such date. As of the Effective Date this Agreement shall supersede the 2020 Agreement. This Agreement may be amended only by written instrument signed by each of the parties hereto.
- D. Attorneys Fees. If the services of any attorney are required by any party to secure the performance of this Agreement, or otherwise upon the breach or default of any party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and other expenses, in addition to any other relief to which such party may be entitled. It is understood that for purposes of calculating reasonable attorney fees for the City, that the City Attorney's billing rates shall be calculated at the prevailing rate.
- E. Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Alabama.
- F. Waiver. The waiver by any party to this Agreement of breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- G. Entire Agreement. This document, including all Exhibits, contains the entire Agreement between the parties and supercedes whatever oral or written understanding they may have had prior to the execution of this Agreement.
- H. Severability. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- I. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document.

IN WITNESS WHEREOF, this Agreement is executed by the CITY OF MOBILE, the MOBILE AREA LODGING CORPORATION, and the MOBILE CONVENTION & VISITORS CORPORATION. The City Clerk of the City of Mobile, the Chair of the Board of the Mobile Area Lodging Corporation, and the President & CEO of the Mobile Convention & Visitors Corporation declare that they are authorized to execute this Agreement on behalf of the parties to the Agreement.

CITY

Approved as to Form and Legality

Ricardo Woods, City Attorney

Date

Sandy Stimpson, Mayor

Date

ATTESTATION

Lisa Lambert, City Clerk

Agreement Number

Council File Number

MOBILE AREA LODGING CORPORATION

Kent Blackinton, Chair of the Board

Date

MOBILE CONVENTION & VISITORS CORPORATION

David Clark, President & CEO

Date

AN ORDINANCE TO AMEND ARTICLE IV OF CHAPTER 50 OF THE MOBILE CITY CODE ENTITLED "MOBILE TOURISM IMPROVEMENT DISTRICT" RELATING TO THE RENEWAL AND MODIFICATION OF THE SELF-HELP BUSINESS IMPROVEMENT DISTRICT TO PROVIDE SUPPLEMENTAL SERVICES WITHIN THE DISTRICT

Sponsored by: Mayor Stimpson and Councilmember Carroll

WHEREAS, the patterns of urban development have had substantial adverse impacts upon business districts that are vital to the economy of the State of Alabama and the City of Mobile; and

WHEREAS, Senate Bill No. 146 was signed into law by the Governor of the State of Alabama on May 3, 2004 ("Enabling Law"); and

WHEREAS, the Enabling Law authorizes the City of Mobile, as a Class 2 municipality, to provide for the creation and maintenance of Self-Help Business Improvement Districts within its boundaries through the adoption of an Ordinance; and

WHEREAS, Senate Bill No. 112 was signed into law by the Governor of the State of Alabama on May 20, 2019, amending the Enabling Law; and

WHEREAS, the amendments to the Enabling Law allows for the creation and maintenance of a Self-Help Business Improvement District for the purpose of providing supplemental, tourism promotional services to businesses and to levy assessments against those businesses benefitting from the tourism promotion services; and

WHEREAS, on May 19, 2020, the City Council adopted Ordinance No. 50-014-2020 (the "2020 Ordinance"), creating the Mobile Tourism Improvement District (the "District"); and

WHEREAS, the 2020 Ordinance contains a Sunset Provision requiring that the City Council determine whether the District should be continued, modified, or terminated; and

WHEREAS, the Enabling Law provides for amendment of a self-help business improvement district upon petition by the owners of businesses, consistent with the requirements for petitions to form the district; and

WHEREAS, on January 28, 2025, business owners within the boundaries of the District in excess of the number required by the Enabling Law, as amended, and the Ordinance, petitioned the City Council to continue the District with modified terms; and

WHEREAS, on January 28, 2025 the City Council set February 4, 2025, as the date for a public hearing to determine whether the District should be continued and modified; and

WHEREAS, on December 18, 2024, the 2025-2030 Mobile Tourism Improvement District Plan was mailed to all owners, as identified in the City's records, of businesses within the proposed Mobile Tourism Improvement District; and

WHEREAS, on January 14, 2025 notice of the date, time, and place set for the public hearing, and a copy of the notice was posted in at least three places located within the geographical area proposed to be included in the proposed Mobile Tourism Improvement District as required by Section 11-54B-45 of the Enabling Law; and

WHEREAS, the City Council wishes to adopt an Ordinance to continue and modify the District; and

WHEREAS, the City Council determines that adoption of ordinances such as this constitute an essential minimum function of the Council.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mobile, that in order to continue and modify the District, Article IV of Chapter 50, Mobile City Code (1991) titled "Mobile Tourism Improvement District" is hereby amended as follows:

Section 1. Declaration of Public Policy and Purposes.

(a) The designation of the geographic area described in Section 4 of this Ordinance as a Self-Help Business Improvement District is intended to directly benefit assessed lodging businesses within the area by increasing room night sales and revenue therefrom. Mobile Tourism Improvement District activities and improvements will increase overnight tourism and market assessed lodging businesses as tourist, meeting and event destinations, thereby increasing room night sales and revenue therefrom. Increasing overnight tourism in the City of Mobile contributes to the health, prosperity, and welfare of the people of the City of Mobile and, therefore, is an act which is in furtherance of the best interests of the City and its citizens.

(b) The City Council finds that owners of lodging businesses with 40 rooms or more comprising at least 60% of the annual assessment and the owners of at least 50% of the number of businesses with 40 rooms or more located within the proposed MTID have signed and submitted petitions in support of the formation of the MTID. The City Council accepts the petitions and certifies that the petitions have met the requirements of the Enabling Law.

(c) The purpose of this Ordinance is to:

(1) Designate, establish, and maintain the geographic area described in Section 4 of this Ordinance as the Mobile Tourism Improvement District; and Designate a district management corporation to provide supplemental services within the District; and

(2) Impose a special assessment upon the owners of lodging businesses with 40 rooms or more located within the District to finance the cost of the supplemental services that will be provided by the district management corporation in the District; and

(3) Provide for the submission of certain reports to the City by the district management corporation; and

(4) Provide a sunset provision pursuant to which City Council may continue, modify, or terminate the District; and

- (5) Provide an effective date for the provisions of this Ordinance.

Section 2. Definitions.

For purposes of this Ordinance, the following terms shall have the respective meanings ascribed by this Section:

- (a) Baseline Services means the level of funding for tourism promotion provided to the Mobile Convention and Visitors Corporation by the City of Mobile, as provided in the Baseline Services Agreement.
- (b) Baseline Services Agreement means the contract between the City, the Mobile Convention and Visitors Corporation, and the Corporation setting out the services that will be provided in the District by the City, the Mobile Convention and Visitors Corporation, and the Corporation.
- (c) Board of Directors means the board of directors of the Corporation selected in accordance with the District Plan and the Enabling Law.
- (d) City means the City of Mobile, Alabama.
- (e) City Council means the Mobile City Council.
- (f) Corporation means the Mobile Area Lodging Corporation, an Alabama not-for-profit corporation that is designated and authorized by this Ordinance to manage the District as the district management corporation.
- (g) District means the Mobile Tourism Improvement District, the area of which is designated by Section 3 and 4 of this Ordinance, and in which a Special Assessment is levied by this Ordinance on the owners of lodging businesses with 40 rooms or more located within the District for the purposes of receiving Supplemental Services.
- (h) District Plan means the Mobile Tourism Improvement District's District Plan, dated December 12, 2024 and filed in accordance with Section 11-54B-44 of the Enabling Law.
- (i) Special Assessment means the amount levied and collected by the City and forwarded to the Corporation for the purposes of financing the costs of Supplemental Services for the District.
- (j) Supplemental Services means the programs, services, and improvements to be provided and maintained by the Corporation within the District. The term includes not only the programs, services, and improvements described in the District Plan, but also such additional programs, services, and improvements as the Board of Directors of the Corporation may determine to provide and maintain within the District after the date of adoption of this Ordinance.

Section 3. Establishment of the Mobile Tourism Improvement District.

There is hereby established a District, the geographic boundaries of which are set forth in Section 4 of this Ordinance, to be named the “Mobile Tourism Improvement District”.

Section 4. Geographic Boundaries of the Mobile Tourism Improvement District.

The geographic boundaries of the District include all lodging businesses with 40 rooms or more, existing or in the future, located within the boundaries of the City. The geographic boundaries of the District may also be seen in Appendix 2. The lodging businesses that are liable for the Special Assessment are listed in Appendix 1.

Section 5. Designation of Mobile Area Lodging Corporation.

- (a) Designation. The Corporation is hereby designated as the district management corporation for the District. The Corporation is hereby authorized and empowered to receive all Special Assessment revenues collected by the City, less the City’s one percent (1%) collection and administration fee, and to provide Supplemental Services within the District.
- (b) Board of Directors. The Corporation shall be managed by a Board of Directors in accordance with the District Plan, the articles of incorporation filed with the District Plan, and the Enabling Law. No amendment of the articles of incorporation or bylaws shall be effective unless approved by the Board of Directors.
- (c) Compensation. Board members shall receive no compensation for their services as Directors, but shall be entitled to receive reimbursement for expenses actually incurred in the performance of duties as approved by the Board.
- (d) Budget Required. No funds received by the Corporation from Special Assessment shall be expended except in accordance with the budget adopted or amended under the provisions of the District Plan.
- (e) Powers. The Corporation may do all things necessary to implement its purposes as described in Section 11-54B-50 of the Enabling Law and in the District Plan.
- (f) Eminent Domain. The Corporation shall not have the power of eminent domain.
- (g) Facilities Not Deemed Nuisance; Liability. No moveable furniture, structure, facility, or appurtenance, or activity located or permitted in a District shall, by reason of location or use, be deemed a nuisance or unlawful obstruction or condition, notwithstanding any rule or regulation or principal of law pertaining to the use of public streets and highways. Neither the City nor any user acting under permit shall be liable for any injury to person or property, unless the furniture, structure, facility, or use shall be negligently constructed, maintained, or operated.
- (h) Public Meetings. After designation of the District, the Corporation shall hold, at least annually, a general and public meeting appropriately advertised in the District at a place convenient to persons concerned with the operation of the District.

(i) Written Comments. The Corporation shall receive written suggestions from businesses in the District at any time.

(j) City Representatives May Attend Meetings. One or more representatives designated by the Mayor and the City Council shall be authorized to attend and participate in regular and called meetings of the Board of Directors of the Corporation; provided, however, that such representatives shall not vote on any matters considered by such Board.

(k) Dissolution. Upon dissolution of the Corporation or a withdrawal of the Corporation's designation as the district management corporation for the District, the Board of Directors of the Corporation shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer and assign all interests in and title to funds held by or for the Corporation and property of the Corporation to the successor district management corporation for the District; or, if no such successor corporation exists, to the City for use in funding such programs as the Board of Directors of the Corporation shall designate.

Section 6. Imposition of Special Assessment; Exemptions.

(a) Levy. There is hereby levied a Special Assessment upon all owners of lodging businesses with 40 rooms or more located within the District. The levy shall be in effect on and after May 1, 2025, subject to the sunset provisions in Section 13 of this Ordinance. The amount of the Special Assessment, and the means and methods of its collection, shall be as provided for in the District Plan. For the second five-year term of the District, to last from May 1, 2025 through April 30, 2030, the rate of the Special Assessment shall be capped at, and shall not exceed, the amount stated in the District Plan.

(b) Businesses Subject to Special Assessment. A listing by parcel number, street address, and lot and block number of all lodging businesses with 40 rooms or more located in the District, as shown by the Mobile County Tax Records as of the date of this Ordinance, is set out in the attached Appendix 1.

(c) Exemption for Residential Properties. The District shall not assess properties which are determined to be single-family, owner-occupied residential properties.

(d) Exemptions. Based on the benefit received, the following stays will not be assessed:

(1) A continuous stay of 31 days or more; provided, that the first 30 days will be assessed;

(2) Stays at camps, conference centers, or similar facilities operated by nonprofit organizations primarily for the benefit of, and in connection with, recreational or educational programs for children, students, or members or guests of other nonprofit organizations during any calendar year;

(3) Stays at privately operated camps, conference centers, or similar facilities that provide lodging and recreational or educational programs exclusively for the benefit of

children, students, or members or guests of nonprofit organizations during any calendar year;

- (4) Stays at corporate housing facilities;
- (5) Stays at campgrounds; and
- (6) Complimentary room stays provided by the lodging business owner to a guest.

Section 7. Default in Payment of Assessments.

(a) Default. The obligation to pay any Special Assessment due shall be in default if such Special Assessment is not paid on or before the due date for such payment.

(b) Corporation to Reimburse City for Collection Costs. The Corporation shall reimburse the City for any costs associated with collecting unpaid Special Assessments. If sums in excess of the delinquent District Special Assessment are sought to be recovered in the same collection action by the City, the Corporation shall bear its pro rata share of such collection costs.

(c) Penalties and Interest. Assessed lodging businesses which are delinquent in paying the Special Assessment shall be responsible for paying:

(1) Failure to Timely File. Any lodging business that files a return after the due date is subject to a penalty equal to the greater of ten percent (10%) of the Special Assessment required to be paid or \$50.00.

(2) Failure to Timely Pay. Any lodging business that submits a payment after the due date is subject to a penalty of ten percent (10%) of the delinquent Special Assessment.

(3) Interest. In addition to other penalties, if a lodging business fails to timely pay the City any Special Assessment due, there shall be added as interest one percent (1%) of the total amount due if the delinquency is not for more than one month, with an additional one percent (1%) for each additional month or fraction thereof under which the delinquency continues.

(4) Penalties Merged with Special Assessment. Every penalty imposed as such interest as accrues shall become part of the Special Assessment herein required to be paid.

Section 8. Licenses and Permits.

To the extent the operations of the Corporation require permits, licenses, or other approvals, the fees, costs, and expenses associated with obtaining such license, permits, or approvals are waived.

Section 9. Annual Reports and Audits.

(a) Within ninety (90) days after the close of its fiscal year, the Corporation shall make an annual report of its activities during such year to the City Council. The annual report shall include, at a minimum:

(1) A financial statement for the preceding year, including a balance sheet, statement of income and loss and such other information as is reasonably necessary to reflect the Corporation's actual performance, certified by the Corporation's treasurer; and

(2) The budget for the current fiscal year.

(b) A copy of each annual report shall be sent to the Mayor, the City Council, and to all lodging business owners of the District by first class mail or by personal delivery.

(c) Within ninety (90) days after the close of the Corporation's fiscal year, the Corporation shall cause an annual audit of its books, accounts, and financial transactions to be made by a certified public accountant. The Corporation's annual audit shall be completed and filed with the City Council within four (4) months after the close of the Corporation's fiscal year. Certified copies of the audit shall also be filed with the Mayor and the finance director of the City.

Section 10. Execution of Baseline Services Agreement.

The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Baseline Services Agreement with the Corporation and the Mobile Convention and Visitors Corporation regarding the level of services to be maintained by the City within the District and the Supplemental Services which will be provided by the Corporation, as outlined in the contract presented herewith and made a part hereof as though set forth in full. The Baseline Services Agreement shall provide that the City shall provide funding for tourism promotion to the Mobile Convention and Visitors Corporation in the annual amount provided in the definition of Baseline Services as set forth herein. The Baseline Services Agreement shall also provide that all costs of the Supplemental Services provided by the Corporation in the District shall be financed through the levy by the City of the District Special Assessment on the owners of lodging businesses with 40 rooms or more located within the geographical area of the District, and such other revenue as the Corporation may receive.

Section 11. Police Powers not Waived; etc.

(a) Notwithstanding the capital improvements to be provided by the Corporation in the District, the City shall retain its police powers and other rights and powers relating to any streets or parts thereof constituting or included in the District, and no action shall be interpreted to construed to be a vacation, in whole or in part, of any municipal street or part thereof, it being intended that the establishment of the District pursuant to this Ordinance is a matter of regulation only.

(b) The Corporation shall have no power or authority to pledge or mortgage any assets or property owned by the City as collateral for any loan, and the Corporation shall have no power or authority to do any act that would create or cause a lien or encumbrance to

be placed on assets or property owned by the City; and provided further that the good faith and credit of the City shall not be pledged as collateral for any such loan, the City shall have no obligation to repay any such loans, and such loans shall not constitute a general obligation or indebtedness of the City.

(c) All construction and maintenance work shall be performed in accordance with all applicable federal, state, and City requirements, code, and ordinances, including, but not limited to the "Mobile Rights of Way Construction and Administration Ordinance", Chapter 57, Mobile City Code.

(d) Nothing in this Ordinance shall affect or impair the City's control and jurisdiction over all property, streets, sidewalks, and public rights-of-way within the District. The powers and authority now residing with, or hereafter granted to the City, and all powers and authority herein granted shall be exercised by the Corporation in accordance with all applicable federal, state, and City requirements, codes, and ordinances.

(e) The Corporation shall have no authority to permit or authorize any structure, facility, fixture, or appurtenance to be built or located in on upon any public street, road, or right-of-way that blocks, impedes, or interferes with the use or enjoyment of such street, road, or right-of-way. This prohibition is not intended to, and it shall not apply to, temporary and moveable fixtures such as tents or stands that are located on the streets, roads, and rights-of-way during special events.

Section 12. Amendment of Ordinance

The provisions of this Ordinance may be amended upon the written request of a representative group of the owners of lodging businesses, with 40 rooms or more, located within the District. Such request shall specify the content of the desired amendment (or amendments). Such requests must also include the signatures of the owners of lodging businesses in the District, with 40 rooms or more, representing at least 60% of the annual assessment and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, in the District.

Section 13. Sunset Provision

(a) Within ninety (90) days after the adoption and approval of the fifth annual budget for the District, the City Council shall set a hearing to determine whether the District should be continued, modified, or terminated. After said hearing, the City Council may vote to continue, modify, or terminate the District.

(b) At least twenty (20) days before the hearing, notice of the date, place, and time of such hearing shall be posted in at least three (3) places within the District and mailed, along with a new District Plan, to the owner of each lodging business, with 40 rooms or more, who paid assessments to the District during the previous year as certified by the collector of such assessments. The new District Plan shall contain all of the following items:

(1) A description of the Supplemental Services to be provided in the District.

(2) A budget outlining the annual cost of the Supplemental Services described in subdivision (1).

(3) A description of the method which will be used to determine the amount of the Special Assessment to be levied on the owners of the lodging businesses located within the District to finance the Supplemental Services described in subdivision (1).

(4) The number of years, not to exceed five years that the Special Assessments described in subdivisions (3), will be levied.

(5) Copies of the articles of incorporation, bylaws, and any amendments thereto, of the Corporation designated by the District Plan to provide the Supplemental Services to the District.

(c) At this hearing, the District shall be terminated if the City Council is presented a petition objecting to the continuation of the District that is signed by the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment, located within the District and the owners of at least 50% of the number of lodging businesses with 40 rooms or more, located within the District. The effective date of termination shall be at the end of the fiscal year next following the hearing.

BE IT FURTHER ORDAINED THAT this Ordinance shall be effective thirty (30) days from the date of its adoption as required by the Enabling Law; provided, however, that if the owners of lodging businesses, with 40 rooms or more, representing 60% of the proposed annual assessment located within the District, and the owners of at least 50% of the number of lodging businesses, with 40 rooms or more, located within the District, file written objections to the establishment of the District with the City Clerk of the City of Mobile, the provisions of this Ordinance shall be null and void and no District shall be created.

Adopted:

City Clerk

**PETITION TO THE CITY OF MOBILE
TO AMEND THE ORDINANCE RELATING TO THE MOBILE TOURISM IMPROVEMENT DISTRICT**

BUSINESS OWNER SIGNATURE PAGE

I have received and reviewed the description set forth below of the requested amendments to the Mobile Tourism Improvement District (MTID) Ordinance. As a lodging business owner within the MTID, I am in favor of amending the Ordinance. The proposed amendments are as follows:

- 1) To extend the term of the MTID – The amended Ordinance will provide for a term to run from May, 2025 through April 30, 2030. As required by State law the MTID's activities during the new term will be governed by a new District Plan.
- 2) To revise the assessment rate and methodology of determining the assessments – The assessment rate shall be set at one percent (1%) of gross short-term room rental revenue for the first five (5) months of the MTID term. Effective October 1, 2025, the assessment rate will automatically increase to one and one-half percent (1.5%) of gross short-term room rental revenue for the following one (1) year of the MTID term. Effective October 1, 2026, the assessment rate will increase to two percent (2%) of gross short-term room rental revenue for the final three (3) years and seven (7) months of the MTID term.
- 3) To provide for continuation of City services at an agreed level – As provided by State law, the City, the District Management Corporation and Visit Mobile (MCVC) shall enter into a contract requiring that the City continue the level of services in the MTID during the five years commencing with fiscal year 2024/2025 and defining the baseline level of service and the future level of support. The baseline level of funding provided by the City to Visit Mobile shall be 37.5% of the total lodging tax receipts collected in the previous fiscal year. The City shall not increase the City Lodging Tax Rate by more than 2 percentage points above the current 8% during the MTID's term. Prior to any increase above 8% during the MTID term, the City shall impose and collect a tax on short-term rentals.

I hereby petition the Mobile City Council to amend the MTID Ordinance as noted above.

Business Establishment & Address

Business Owner

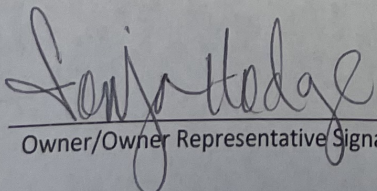
Hampton Inn & Suites I65
1028 West I65 Service Rd S
Mobile, AL 36532

Apple Hospitality REIT
814 East Main Street
Richmond, VA 23219

The undersigned is the business owner or the authorized representative of the business owner and is the person legally authorized and entitled to sign this petition.

SONJA Hodge
Owner /Owner Representative Name (printed)

General Manager
Title


Owner/Owner Representative Signature

2/17/25
Date



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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:

Lana Gauthier

Lana Gauthier

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 11, 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 11, 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:

Lana Gauthier

Lana Gauthier

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

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: _____ 002

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

DATE 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

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

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 unopened.
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.	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
	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto. 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	License#: 59385 HOWELLR-01	INSURER(S) AFFORDING COVERAGE
		NAIC #
		INSURER A: Cincinnati Insurance Companies
		INSURER B:
		INSURER C:
		INSURER D:
	INSURER E:	
	INSURER F:	

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) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		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 11, 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:

Lana Gauthier

Lana Gauthier



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', 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 }

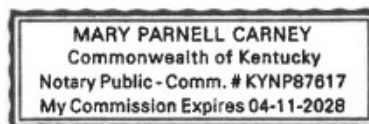
I, the undersigned Notary Public, in and for said county and state, hereby certify that Robert M. Hench, whose name as Senior Vice President, Chief Information Officer of GRW Engineers, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that,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

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:

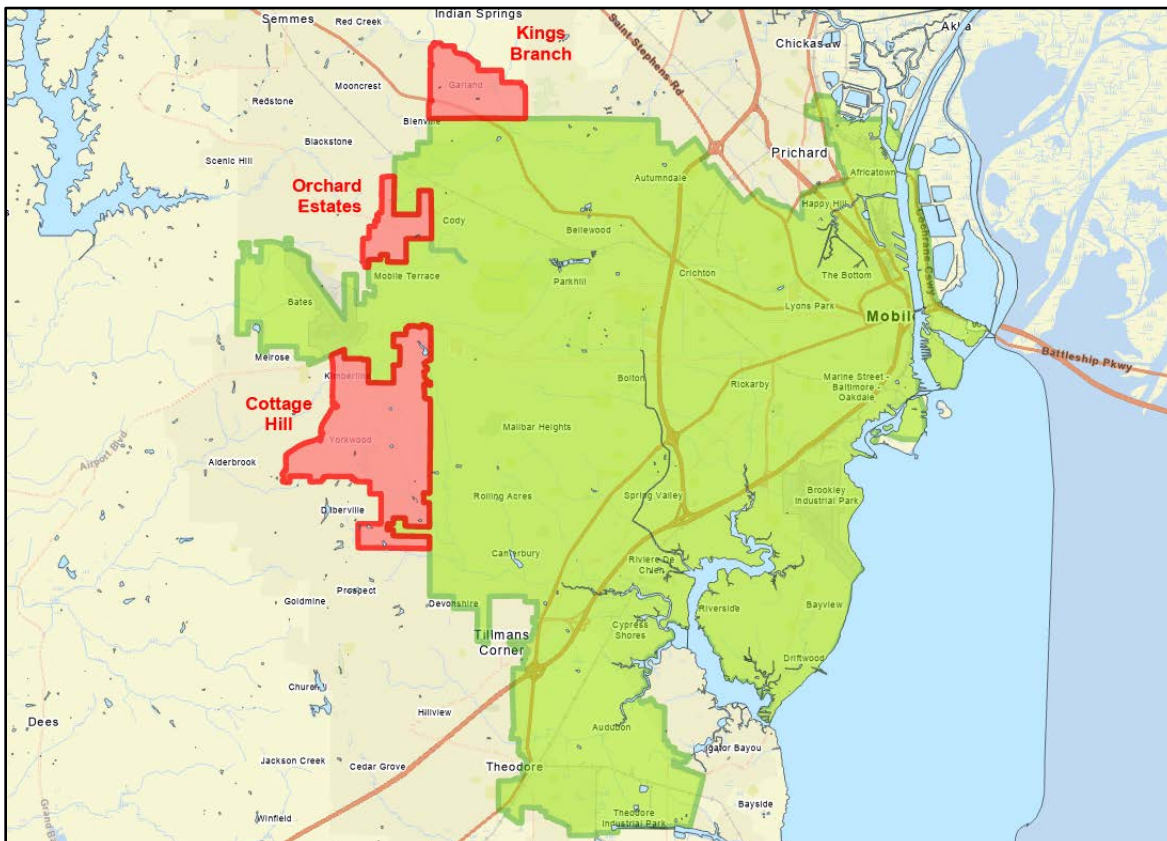
- Kings Branch
- Orchard Estates
- Cottage Hill

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

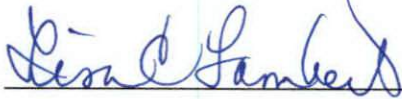
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined 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



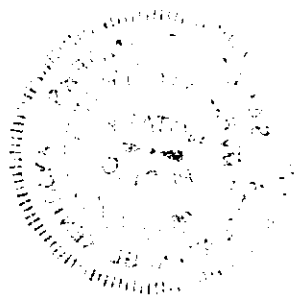
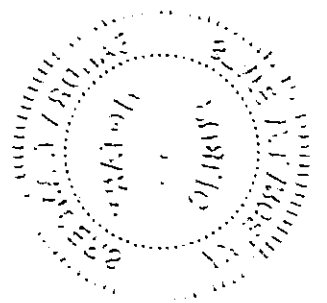


EXHIBIT A: PROJECT LOCATION

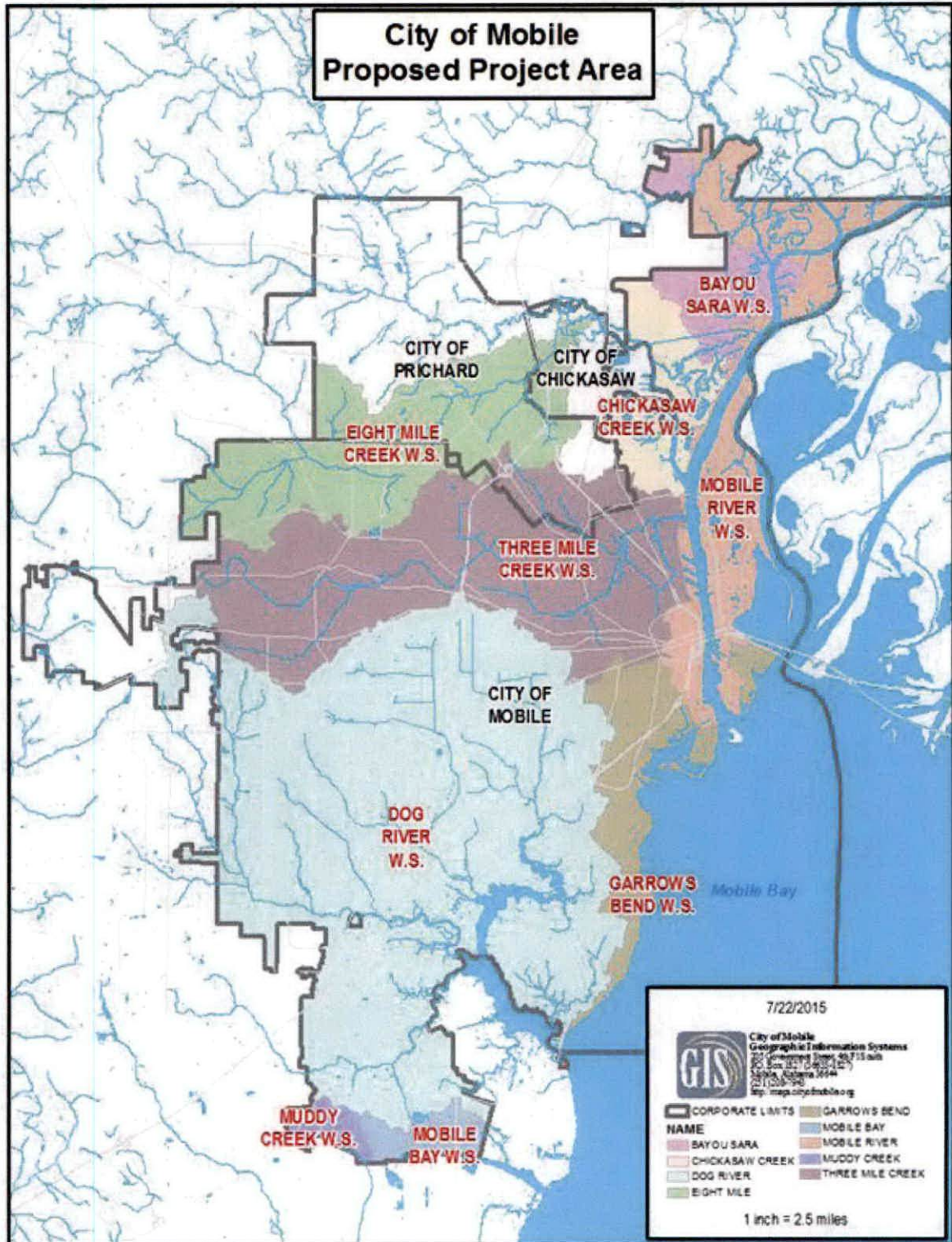


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

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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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:
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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
MONTGOMERY, ALABAMA 36130

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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

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2020

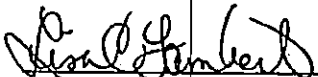
R E S O L U T I O N

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.

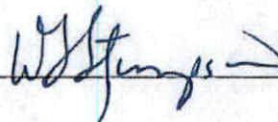
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL


CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

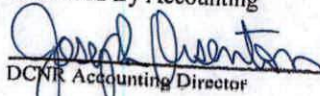
Its: Mayor

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

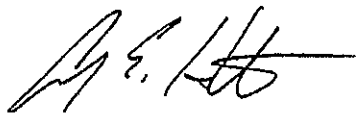
Subrecipient Entity: City of Mobile

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?

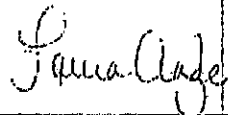
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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

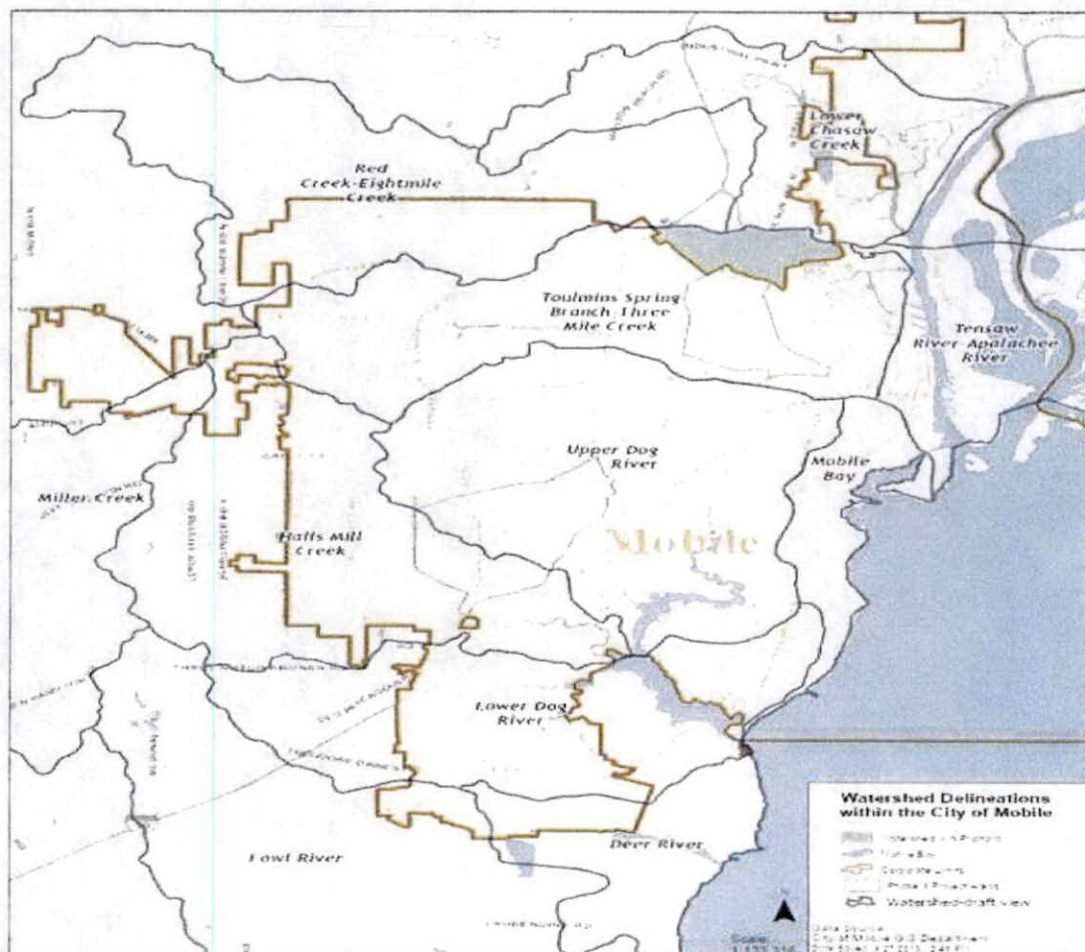


Figure 1. Watershed Delineations

- 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 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	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	
	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 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
--	---

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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.

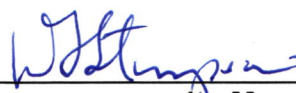
WHEREAS, City and GRW Engineers, Inc. seek to amend the Agreement to modify contract end date;

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 }

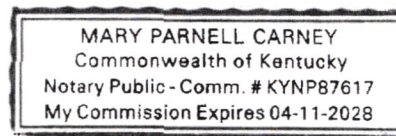
I, the undersigned Notary Public, in and for said county and state, hereby certify that Robert M. Hench whose name as Senior Vice President, Chief Information Officer of GRW Engineers, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that,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

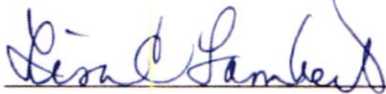
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined 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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Special Award Conditions.....	Exhibit G
RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions.....	Exhibit H
Sub-Award Agreement with ADCNR.....	Exhibit I
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. 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

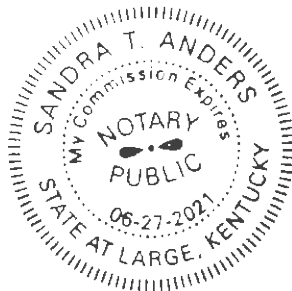


EXHIBIT A: PROJECT LOCATION

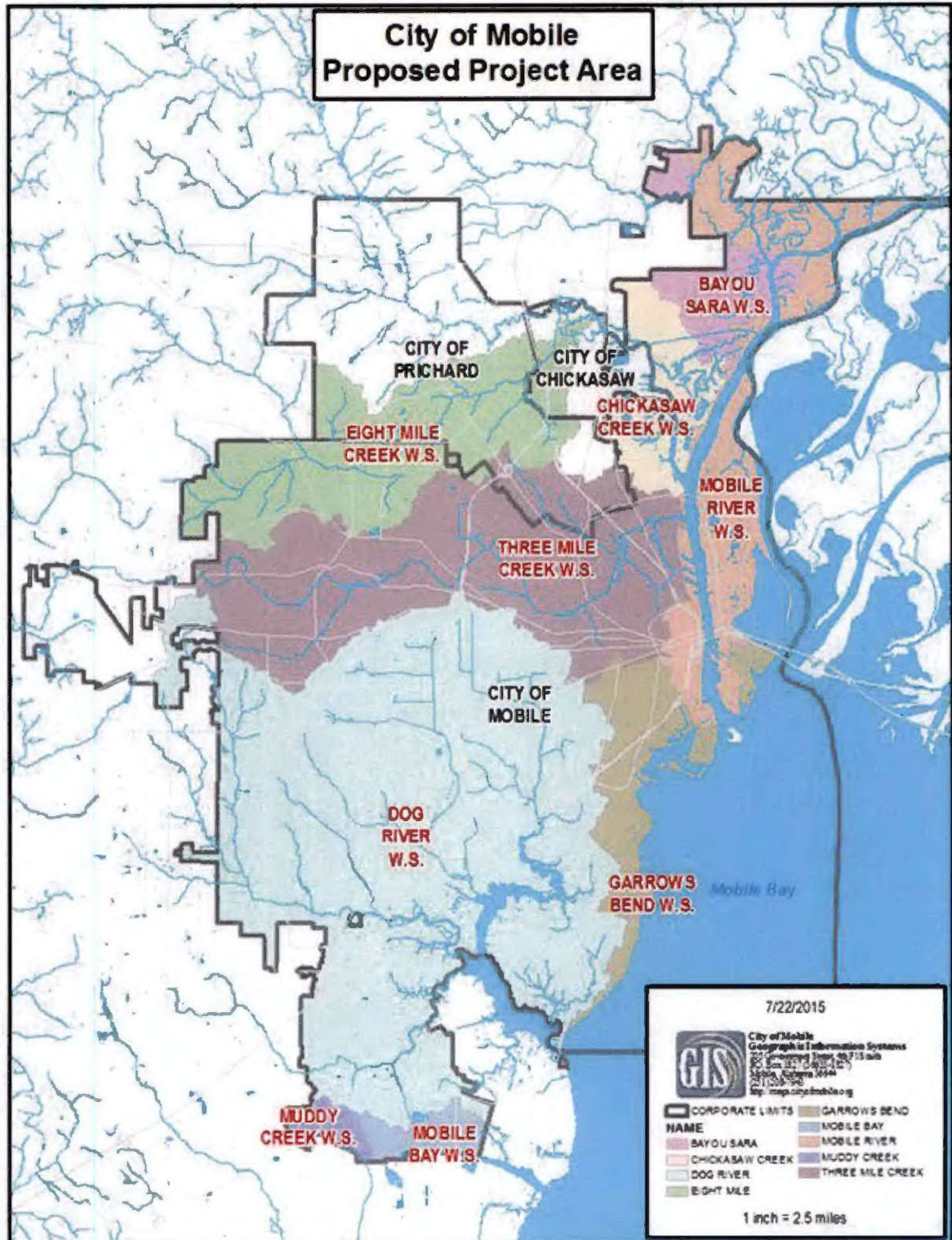


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

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-responsible. 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 .

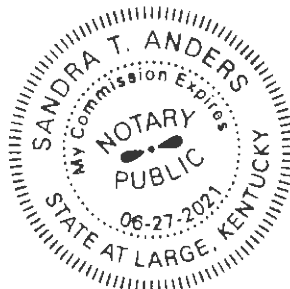
I certify that the affiant is known to me to be the identical party he or she claims to be.

Sandra T. Anders

#580828

Signature and Seal of Notary Public

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

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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

31 . 4 93

2020

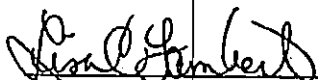
R E S O L U T I O N

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-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.

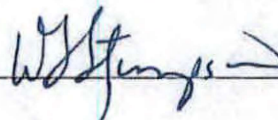
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL

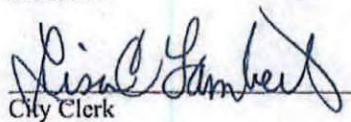

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

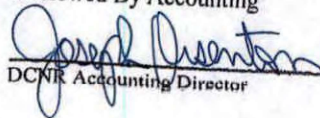
Its: Mayor

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

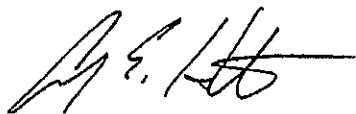
Subrecipient Entity: City of Mobile

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?

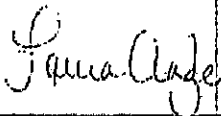
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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		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: 504-235-4985

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		<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																	
f. Travel 84.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:																	
g. Construction 0.00		a. DEDUCTION																	
h. Other 0.00		b. ADDITIONAL COSTS																	
i. Contractual 3,049,206.00		c. MATCHING																	
j. TOTAL DIRECT COSTS 3,081,772.00		d. OTHER RESEARCH (Add / Deduct Option)																	
k. INDIRECT COSTS 7,821.00		e. OTHER (See REMARKS)																	
l. TOTAL APPROVED BUDGET 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:																	
m. Federal Share 3,089,593.00		a. The grant program legislation																	
n. Non-Federal Share 0.00		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.																	

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 829933408	18b. EIN 838000619	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	
--------------------	--

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

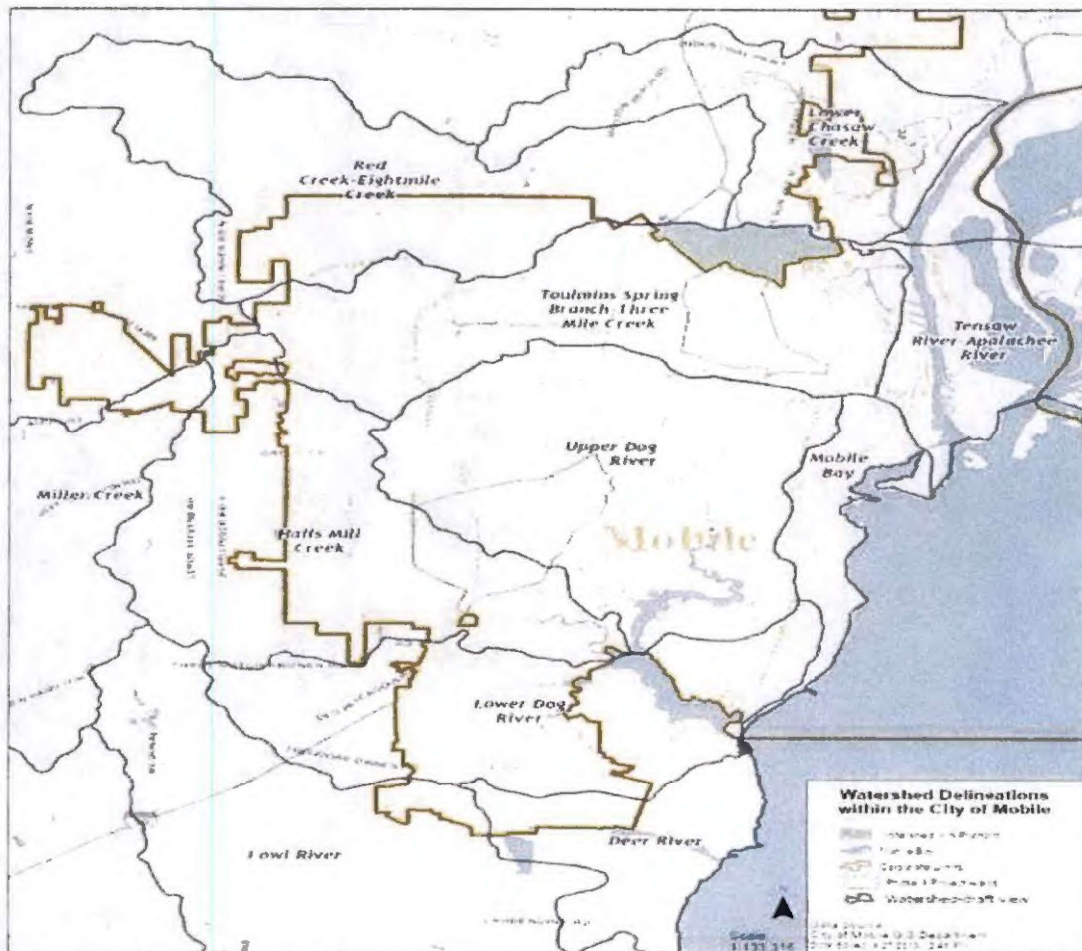


Figure 1. Watershed Delineations

- 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.

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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	ADNCR will monitor subrecipient procurement, grant compliance and programmatic activities. ADNCR 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 thisvalue)</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> .	

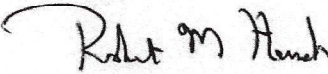
NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.


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

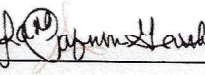


Robert Hensch, Chief Information Officer, Senior Vice President

April 15, 2024

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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:

Lana Gauthier

Lana Gauthier

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	<u>(299588) CANON 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 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	999999.00 EACH	0.08000	79999.92
--	---------------------------	----------------	-----------------

1 2000.80.00.0000.0000.0000.0000.42200. E E0027 .PROFTECHNC.			79999.92
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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 EACH	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 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 3
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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
--------------------------	-----	------------	-----------

***** 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	Comment
Canceled	02/21/25	ANNE FOLEY	GL Allocation changed
Approved	02/20/25	LANA PAFENBACH	Auto approved by: 91056651
Approved	02/20/25	LISA LAMBERT	
Approved	02/21/25	LANA PAFENBACH	
Approved	02/21/25	LISA LAMBERT	Auto approved by: 910515176
Approved	02/21/25	BRENDA RHODES	
Approved	02/21/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/21/25	RELYA MALLORY	Auto approved by: 910511034
Approved	02/21/25	BRENDA RHODES	Auto approved by: 910514227
Approved	02/21/25	TIFFANY HOLLINS	
Approved	02/21/25	RELYA MALLORY	Auto approved by: 910514227
Approved	02/21/25	DONALD ROSE	Auto approved by: 9105fola
Approved	02/21/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	02/21/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	02/21/25	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	02/21/25	LONELL HARRIS	Auto approved by: 9105fola
Approved	02/21/25	ANNE FOLEY	
Approved	02/21/25	JOHN PAINE	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: 9105fo1a
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.

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[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 11, 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:

Lana Gauthier

Lana Gauthier

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
--	---	--------

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 TAE1-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
-------------------	----------

***** 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

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 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
	CCancelled 02/20/25 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: 9105fola
	Approved 02/24/25 SANDRA LEWIS			Auto approved by: 9105fola
	Approved 02/24/25 STEVEN KRONINGER			Auto approved by: 9105fola
	Approved 02/24/25 SAMANTHA COOLEY			Auto approved by: 9105fola
	Approved 02/24/25 LONELL HARRIS			Auto approved by: 9105fola
	Approved 02/24/25 ANNE FOLEY			
	Approved 02/24/25 JOHN PAINE			Auto approved by: 9105fola

=====	=====
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

Gate - 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

Gate 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

Gate 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 379 of 879



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 11, 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:

Lana Gauthier

Lana Gauthier

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 11, 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:

Lana Gauthier
Lana Gauthier

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

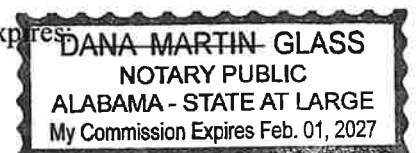
STATE OF ALABAMA
CITY OF MOBILE

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

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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

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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

February 19, 2025

Page 4 of 4

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

February 19, 2025
Page 1 of 2

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

February 19, 2025
Page 1 of 2

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

February 19, 2025
Page 1 of 2

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	FAX (A/C, No): 228-863-1957
	E-MAIL ADDRESS: Patty_Savage@aig.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Beazley Insurance Company, Inc.	37540
	INSURER B : Travelers Property Casualty Co of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

THOMINC-03

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 \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ 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 INSURED/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). ACORD 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

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

Company ID Number:571783

Client Company ID Number:1426448

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)

RESOLUTION

Sponsored by: *Councilmember William Carroll, District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 2 General Fund, Discretionary Account DSC 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation Seals Multi-Purpose Room Account and will be used the Rock of Faith Missionary Baptist Church Anniversary Committee's Holiday Tea on April 13, 2025.

Adopted:

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application: Special Events Retail Liquor License

Submitted by: Callaghan's Irish Social Club, Inc.

Location: St. Patrick's Street Party
250 Marine Street Vacant Lot
Mobile, AL 36604

Adopted:

City Clerk



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/24/2025	NEW APPLICATION	2025 - 5714	120998	2	March 5, 2025

**NOTE: If this letter is altered, or changed in any way, it will not be accepted by the
Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LOT

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

C.J. SMALL
PRESIDENT - DISTRICT 3

GINA GREGORY
VICE PRESIDENT - DISTRICT 7

CORY PENN
DISTRICT 1

WILLIAM CARROLL
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CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
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Alabama Alcoholic Beverage Control Board**

Alabama Alcoholic Beverage Control Board

PO Box 1151 Montgomery AL 36101

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Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LOT

City, State, Zip Code

MOBILE AL 36604

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *L. Logan Anderson*
Principal Planner

Date: February 26, 2025

Re: Application # 5714 / 250 Marine St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and has a non-conforming status. This is to advise that a special event with special retail sales is a permitted use under the non-conforming status.

The site also has a non-conforming status regarding parking.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5714 DATE 3/5/2025

APPLICANT CALLAGHANS IRISH SOCIAL CLUB INC

LOCATION 250 MARINE ST

REQUEST ALCOHOLIC BEVERAGE LICENSE



LANDUSE SURVEY
CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
02/24/2025	NEW APPLICATION	2025 - 5714	120998	2	March 5, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LOT

City, State, Zip Code

MOBILE AL 36604

Contact Person Information				
Name	Title	POA	Phone	Email
JOHN M THOMPSON	PRESIDENT	NO		CALLAGHANSINMOBILE@HOTMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 03/15/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

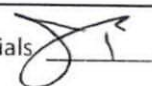
Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date 02/24/2025	Application Type NEW APPLICATION	Application Number 2025 - 5714	License Account # 120998	Council District 2	Council Agenda Date March 5, 2025
License Type Applied for with Alabama ABC Board 140 - SPECIAL EVENTS RETAIL			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name CALLAGHANS IRISH SOCIAL CLUB INC			Trade Name (DBA) ST PATRICKS STREET PARTY		
Business Structure Type CORP - CORPORATION		Incorporation Date 07/02/2004	SO's Entity ID 5615 943	State AL	County MOBILE
Federal Tax ID (FEIN) 20-1434741	Alabama State Sales Tax ID 4900 42463		Business Phone Number		
Physical Address (Street Address, Suite #) 250 MARINE STREET VACANT LOT		City MOBILE	State AL	Zip Code 36604	
Mailing Address (Street Address, Suite #, PO Box) 916 CHARLESTON STREET		City MOBILE	State AL	Zip Code 36604	
Primary Business Activity at the Location Explain (other) OTHER VACANT LOT - TENT		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name JOHN M THOMPSON	Title PRESIDENT	POA NO	Phone	Email LLAGHANSINMOBILE@HOTMAIL.COM	
If Transfer of ABC License, Previous Licensee Information					
Legal Business Name N/A		Trade Name (DBA)			
ABC License Type		License Number		Any ABC Pending Actions	
Land/Building Information					
Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED					
Property Owner Name and/or Contact Person Name CALLAGHANS IRISH SOCIAL CLUB INC			Property Owner Phone Number	Property Owner Email CALLAGHANSINMOBILE@HOTMAIL.COM	
Property Owner Mailing Address (Street Address, Suite #, PO Box) 916 CHARLESTON STREET			City MOBILE	State AL	Zip Code 36604
Bldg Square Footage 2,000	Bldg Seating Capacity 200	Restroom Facilities YES	Patio Area YES	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? NO Is the business used to habitually and principally provide food to the public? NO Is the business equipped with services and facilities for on premises consumption? YES Will the business be operated primarily as a package store? NO					

ABC Application 1

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information				Copy of Driver's License Must Be Provided for each Person	
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
THOMPSON, JOHN MCDERMOTT		PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	NIXONS LLC	NIXON'S CAFE	1801 OLD SHELL ROAD MOBILE 36607		
Full Name (Last, First, Middle)		Title		Driver's License (State, Number)	
SHERER, ROY RICHARD		VICE PRESIDENT			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number		Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
YES	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
	NIXONS LLC	NIXON'S CAFE	1801 OLD SHELL ROAD MOBILE 36607		
Power of Attorney (POA) Information			Copy of Driver's License Must Be Provided for each Person		
Full Name (Last, First, Middle)		Title	Date of Birth	Driver's License (State, Number)	
N/A					
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	Phone Number
Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO					
Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO					
Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES					

ABC Application 2

Applicant/POA Initials



City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE



The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.



The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.



The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.



The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.



Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.



In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.



Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name

John Thompson

Owner/Applicant/POA Signature



Date of Application Signature

2/24/25

Title of Person Signing this Application

2/24 Owner

Sworn to and subscribed before me this 24th day of February 20 25

Notary Person Printed Name

Notary Person Signature

My Notary Commission Expires

R Shawn Skinner

R Shawn Skinner

November 19 2025



Signature Page

City of Mobile Alcoholic Beverage License Application

Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

- a) In every case where application is made for any type of alcohol beverage license, in addition to other advertising requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CALLAGHANS IRISH SOCIAL CLUB INC

dba

ST PATRICKS STREET PARTY

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at

250 MARINE STREET VACANT LOT

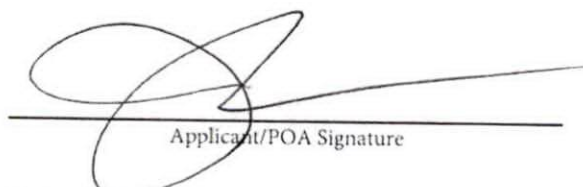
, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

March 5, 2025

for application number **2025 - 5714**

- b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.
- c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.



Applicant/POA Signature

Notice of Public Hearing

R Shawn Skinner

Revenue Department Representative



NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

CALLAGHANS IRISH SOCIAL CLUB INC

Trade Name (DBA)

ST PATRICKS STREET PARTY

Location Address

250 MARINE STREET VACANT LOT

Zip Code

36604

Application Number

2025 - 5714

Notice Post Date @ Location

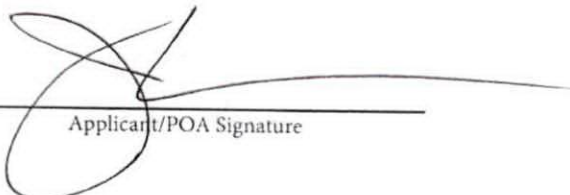
02/24/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

March 5, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office


Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

CITY OF MOBILE
REVENUE DEPARTMENT

February 24, 2025



SPC EVNT - CALLAGHANS ST PATRICKS STREE

250 MARINE STREET

MOBILE, AL 36604 USA

ACCOUNT NUMBER: 120998 TERRITORY 2

INVOICE

<u>BILL #</u>	<u>MTH/YR</u>	<u>DESCRIPTION</u>	<u>AMOUNT BILLED</u>	<u>PENALTY DUE</u>	<u>INTEREST DUE</u>	<u>AMOUNT PAID</u>
1997078	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

*Additional penalties may apply when payment is rendered

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

02/24/2025 01:05PM NICKOL H.
045074-0004

BUSINESS LICENSE

CALLAGHANS IRISH SOCIAL CLUB INC
120998

2025 Item: 1997078

ALCOHOL APPLICATION

FEE \$50.00

\$50.00

Subtotal \$50.00

TP CC FEE \$2.50

Total \$52.50

REVENUE CC \$52.50

MasterCard *****7587

Ref=50b8e823-3de9-4622-b655-270fcbca82cd

Auth=030530

Change due \$0.00

Paid by: THOMPSON/JOHN



Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized
Tyler Technologies to collect a service
fee to complete this transaction. If
you have any questions regarding this
fee, contact Tyler Technologies'
customer service department at
TPCustomerService@TylerTech.com for
assistance.

Tyler Technologies, Inc



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250211142736164

Type License: 140 - SPECIAL EVENTS RETAIL

State: \$150.00 County: \$150.00

Type License:

State: County:

Trade Name: ST PATRICKS STREET PARTY

Filing Fee: \$50.00

Applicant: CALLAGHANS IRISH SOCIAL CLUB INC

Transfer Fee:

Location Address: 250 MARINE ST VACANT LOT MOBILE, AL 36604

Mailing Address: 916 CHARLESTON ST MOBILE, AL 36604

County: MOBILE Tobacco sales: NO

Tobacco Vending Machines:

Product Type:

Type Ownership: CORPORATION

Book, Page, or Document info: 5615 943

Do you sell Draft Beer?:

Date Incorporated: 07/02/2004 State incorporated: AL

County Incorporated: MOBILE

Date of Authority: 07/02/2004

Federal Tax ID: 20-1434741

Alabama State Sales Tax ID: 490042463

Name:	Title:	Date and Place of Birth:	Residence Address:
ROY RICHARD SHERER	VICE PRESIDENT		
JOHN MCDERMOTT THOMPSON	PRESIDENT		CT

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES

Does ABC have any actions pending against the current licensee? NO

Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO

Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO

Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES

Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO

Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO

Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JOHN THOMPSON

Home Phone.

Business Phone

Cell Phone

Fax:

E-mail: CALLAGHANSINMOBILE@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION:

Previous License Number(s)

Trade Name:

License 1:

Applicant:

License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250211142736164

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CALLAGHANS IRISH SOCIAL CLUB INC 251-401-4688
What is lessors primary business? RESTAURANT OWNER
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 2000 Display Square Footage:
Building seating capacity: 200 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
JOHN THOMPSON	DUI 1984	DAPHNE POLICE DEPARTMENT	PLED GUILTY NOL PROSS



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250211142736164

Initial each

☒ JT

In reference to law violations, I attest to the truthfulness of the responses given within the application.

☒ JT

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

☒ JT

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

☒ JT

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

☒ XX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

☒ XX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

☒ JT

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

☒ JT

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

☒ JT

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

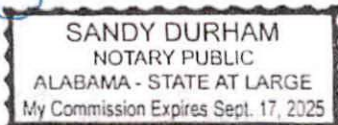
John Thompson

Signature of Applicant:

[Handwritten Signature]

Notary Name (print):

Notary Signature:



Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250211142736164

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 03/15/2025 Ending Date: 03/17/2025

Special terms and conditions for special event/special retail:

N/A

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: NIXONS AND MANCIS ANTIQUE CLUB

License Covers: 250 MARINE ST MOBILE AL 36604 TENT IN PARKING LOT

Is the lessor involved in any way with the alcohol beverage business?: NIXONS AND MANCIS ANTIQUE CLUB

Is there any further interest in, or connection with, the licensee's business by the lessor?: THE APPLICATION AND LANDLORD ARE THE SAME PERSON



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

January 22nd, 2024

Dear Mr. Thompson,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxxxx

TCN:053240119083015

NAME:THOMPSON,JOHN MCDERMOTT

SOC:

ABI RESULT:IDENT

SID:

CERTIFIED COPY OF ALEA DOCUMENT

01-22-2024 12:22 ALLEA0049

*ATN/TCN053240119083015

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02315907

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 01-22-2024

*NAME STATE ID NO. FBI ID NO.

*THOMPSON,JOHN M

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 195 GRN BRO

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*ALIAS NAMES

* THOMPSON,JOHN MCDERMOTT

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 693 MRI # 1



KAY IVEY
GOVERNOR

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV



HAL TAYLOR
SECRETARY

January 24th, 2024

Dear Mr. Sherer,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, reading "Michael B. Trotter". The signature is fluid and cursive, with the first name "Michael" being the most prominent.

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXXXXX

TCN:057

NAME:SHERER,ROY RICHARD

SOC:411783124

ABI RESULT:IDENT

SID:A

CERTIFIED COPY OF ALEA DOCUMENT

01-24-2024 14:59 ALLEA0049

*ATN/TCN053240124145029

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02996498

*-CIVIL APPLICANT RESPONSE- REPORT DATE: 01-24-2024

*NAME STATE ID NO. FBI ID NO.

*SHERER,ROY RICHARD

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 10 HAZ BLN

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*

*LAST PAGE ON SID

SEQ # 934 MRI #

TAX
ID
20-143474

CIF
2844657

2004047392 Book-5615 Page-943
Total Number of Pages: 4

ACC#

10/2/20083

ARTICLES OF INCORPORATION
OF
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

236074	
Notary	Checker
SM	[Signature]

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, acting pursuant to duly authorized resolution of Callaghan's Irish Social Club, Inc. under the Code of Alabama, hereby adopt the following Articles of Incorporation for such Corporation:

ARTICLE I

The name of the Corporation is Callaghan's Irish Social Club, Inc.

ARTICLE II

The period of the duration of the Corporation shall be perpetual.

ARTICLE III

The purposes for which the Corporation is organized are as follows:

1. To engage in the business of restaurant management and any other business the Board may deem appropriate.
2. To acquire and pay for in cash or otherwise, stock or bonds, the good will, rights, assets and property, in whole or in part, tangible or intangible of any other firm or Corporation, and to undertake or assume the whole or any part of any such business acquired; and to exercise all of the powers necessary or convenient in and about the conduct of and management of such business.
3. To enter into, make and perform contracts of any kind and description with any person, firm, association, corporation, municipality, country, state, body politic or government or dependency thereof.

RECEIVED
JUL - 2 2004
SECRETARY OF STATE

The address of the initial registered office of the Corporation is 916 Charleston Street, Mobile, Alabama 36604, and the names of its initial registered agents at such address are John Thompson and Charles E. ("Chuck") Commiskey.

ARTICLE VII

This Corporation will be authorized to operate as an S Corporation as defined in Subchapter S, Revision Act of 1982, of the United States Revenue Code, if it so desires.

ARTICLE VIII

The number of Directors constituting the Board of Directors of the Corporation is two, and the names and addresses of the persons who are to serve as Directors are as follows:

John Thompson, President

Charles E. ("Chuck") Commiskey, Secretary/Treasurer

ARTICLE IX

The name and address of the Incorporators shall be declared as follows:

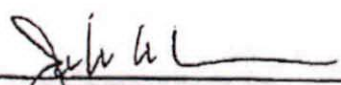
John Thompson

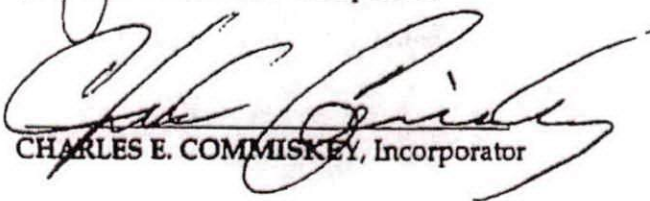
Charles E. ("Chuck") Commiskey

SCANNED

IN WITNESS WHEREOF, the said Incorporators have executed these Articles of Incorporation on this the 26 day of May, 2004.

State of Alabama-Mobile County
Certify this instrument was filed on:
Monday, June 28, 2004 4:11:09 PM
S.R. FEE \$2.00
RECORDING FEES \$36.00
TOTAL AMOUNT \$38.00
2004047302
Don Davis, Judge of Probate

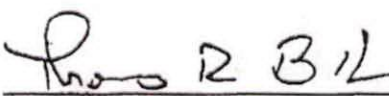

JOHN THOMPSON, Incorporator


CHARLES E. COMMISKEY, Incorporator

STATE OF ALABAMA
COUNTY OF MOBILE

I, THOMAS BOLLER a Notary Public, in and for the said State and County, do hereby certify that John Thompson and Charles E. Commiskey, whose names are signed to the foregoing Articles of Incorporation and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 1st day of June, 2004.



NOTARY PUBLIC
State of Alabama at Large
EXPIRES 2/3/05

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature 
Joe McEachern, Jr. Chief Clerk

Date: 6-28-04

PREPARED BY:
Thomas R. Boller, Attorney at Law, 150 Government Street, Suite 1001, Mobile, Alabama 36602
251-433-2133

Nancy L. Worley
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that pursuant to the provisions of Section 10-2B-4.02, Code of Alabama 1975, and upon an examination of the corporation records on file in this office, the following corporate name is reserved as available:

Callaghan's Irish Social Club, Inc.

This domestic corporation name is proposed to be incorporated in Mobile County and is for the exclusive use of Thomas Boller, 150 Government St Ste 1001, Mobile, AL 36602 for a period of one hundred twenty days beginning June 21, 2004 and expiring October 20, 2004.



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

June 21, 2004

Date

Nancy L. Worley

Secretary of State

STOCK TRANSFER IN
CALLAGHAN'S IRISH SOCIAL CLUB, INC.

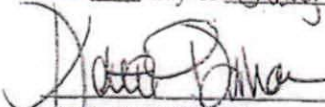
For full and adequate consideration received, John Thompson hereby sells, assigns,
and transfers to Roy Richard Sherer, 10% of the shares of stock assigned by H. Wendell
Quimby on June 3, 2003 in Callaghan's Irish Social Club, Incorporated.

DATED: 7/17/2018



JOHN THOMPSON

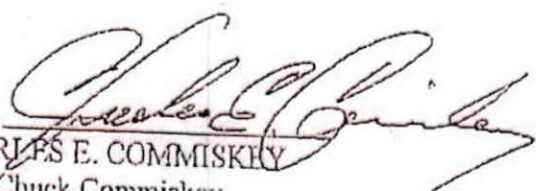
Sworn to and subscribed before me on
this 17th day of July 2018.



NOTARY PUBLIC
My Commission Expires: 8/20/21

RESIGNATION

I, Charles E. Commiskey, do hereby on this day resign from the board of directors and in any capacity as any officer in Callaghan's Irish Social Club, Inc. and Callaghan Irish Social Club, Incorporated.

Date: 
CHARLES E. COMMISKEY
a/k/a Chuck Commiskey

Sworn to and subscribed before me this 15TH day of FEBRUARY, 2008.

Lisa Allen
Notary Public

My Commission Expires: 2/12/09

MOBILE COUNTY, PROBATE COURT
DON DAVIS, JUDGE
P. O. BOX 7 MOBILE, 36601 (251) 574-8497

DOCUMENT TYPE: PERSONAL PROPERTY, BILL OF SALE, ETC.

DATE: Wednesday, February 18, 2009

RECEIVED OF: THOMAS BOLLER

RECEIPT NUMBER: 2009010682

Book-6495 Page-764 1st of 2 Page(s):

2 DOCUMENT PAGE(S)	\$5.00
1 DEED TAX	\$0.50
1 SURCHARGE	\$10.00
1 S.P. FEE	\$2.00
1 RECORDATION STAMP	\$1.00
1 CASH	\$19.50
RECORDING COST	\$19.50

TELLER: pcm103

FEB-18-2009 05:20PM From:

ID: DISTRICT 7

Page: 003 R=95%

List of Current Members

The following individuals are the only members of: CALLAGHAN'S IRISH SOCIAL CLUB INC

NAME: John Thompson

TITLE: President

NAME: Roy R SHERER

TITLE: Vice President

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

John Thompson
PRINTED NAME OF MEMBER


SIGNATURE OF MEMBER

2/11/25
DATE

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
--	--	---

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type. See Specific Instructions on page 3.	<table style="width: 100%;"> <tr> <td style="width: 65%;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Callaghan's Irish Social Club, Inc. </td> <td style="width: 35%;"></td> </tr> <tr> <td colspan="2"> 2 Business name/disregarded entity name, if different from above. </td> </tr> <tr> <td colspan="2"> <table style="width: 100%;"> <tr> <td style="width: 65%;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) </td> <td style="width: 35%;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.) </td> </tr> </table> </td> </tr> <tr> <td colspan="2"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐ </td> </tr> <tr> <td colspan="2"> <table style="width: 100%;"> <tr> <td style="width: 60%;"> 5 Address (number, street, and apt. or suite no.). See instructions. 916 Charleston Street 6 City, state, and ZIP code Mobile, Alabama 36604 </td> <td style="width: 40%;"> Requester's name and address (optional) </td> </tr> </table> </td> </tr> <tr> <td colspan="2"> 7 List account number(s) here (optional) </td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Callaghan's Irish Social Club, Inc.		2 Business name/disregarded entity name, if different from above.		<table style="width: 100%;"> <tr> <td style="width: 65%;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. 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See instructions. ☐		<table style="width: 100%;"> <tr> <td style="width: 60%;"> 5 Address (number, street, and apt. or suite no.). See instructions. 916 Charleston Street 6 City, state, and ZIP code Mobile, Alabama 36604 </td> <td style="width: 40%;"> Requester's name and address (optional) </td> </tr> </table>		5 Address (number, street, and apt. or suite no.). See instructions. 916 Charleston Street 6 City, state, and ZIP code Mobile, Alabama 36604	Requester's name and address (optional)	7 List account number(s) here (optional)	
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Callaghan's Irish Social Club, Inc.																	
2 Business name/disregarded entity name, if different from above.																	
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7 List account number(s) here (optional)																	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
[]	[]	[]	[]	[]	[]				
OR									
Employer identification number									
2	0	-	1	4	3	7	4	1	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 2/14/25
------------------	--------------------------	---------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



2025
SALES TAX LICENSE
State of Alabama
Alabama Department of Revenue

ISSUED TO:

CALLAGHANS IRISH SOCIAL CLUB INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	4800 42463	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED, SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 71111

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman
Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

916 CHARLESTON ST MOBILE AL 36604-3025



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included on your deed and/or lease paperwork

Ownership Type

Company Name

The above described property is ☒ Owned ☐ Leased to/by John & Denise Thompson

Who has applied for an ALABAMA ALCOHOLIC BEVERAGE LICENSE at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 18th day of February 2025

Notary Printed Name <u>Katie Banout</u>	Notary Signature <u>[Signature]</u>	My (Notary) Commission Expires <u>11/18/25</u>
--	--	---

Notary Stamp

Owner of Property (Print Name)

John Thompson

Denise Thompson

Owner of Property (Signature)

[Signature]

Street Address

Applicant Name (Print Name) John Thompson

CALLAGHAN'S IRISH SOCIAL CLUB

Applicant Name (Signature)

[Signature]

Street Address

Revision Date 10/23/2023

Application Property Ownership

Mobile County Property Search

Key Number: 729466 For Year 2024

 Property Details

Account	
Key Number:	729466
Legal Description:	THE N 1/2 OF LOTS 1 & 2 SQR 48 WEST GORDON DIV OF FAVRE TRT DBK 34 P 150 DESC AS BEG AT SW COR OF CHARLESTON & MARINE STS RUN TH WLY ALG & PAR WITH CHARLESTON ST 100 FT TO PT THEN RUN SLY & PAR WITH MARINE ST 60 FT TO PT TH ELY PAR WITH CHARLESTON ST 100 FT TO PT ON W/L OF MARINE ST THEN RUN NLY ALG W/L OF MARINE ST 60 FT TO POB #SEC 39 T4S R1W #MP29 06 39 0 003
Parcel Number:	2906390003190XXX
Type:	Real
Property Class:	2
Location	
Address:	250 MARINE ST MO
Owner	
Name:	THOMPSON JOHN M & DENISE B THOMPSON
Mailing Address:	
Exemptions:	For privacy reasons not all exemptions are shown online.

 Property Values

Improvement Value:	\$0
Land Value:	\$33,100
Appraised Value:	\$33,100
Taxable Value:	\$33,100
Assessed Value:	\$6,620

Lease of Property Agreement

This lease of Property located at 250 Marine Street Mobile, Alabama 36604 (vacant lot) made February 18th, 2025 by and between John Thompson and Denise Thompson, hereinafter called Lessors, and Callaghan's Irish Social Club, Inc. hereinafter called Lessee,

Witnesseth:

1. That Lessors hereby lease to Lessee, and Lessee leases from Lessors, subject to the terms and conditions herein set forth, the following (hereinafter sometimes referred to as the "Property"), see legal description attached hereto as Exhibit "A":

All of which are included in the term Property as used herein. Lessee hereby acknowledges delivery and acceptance of the aforesaid Property upon the terms and conditions of this lease.

2. Lessors hereby lease to Lessee said Property for the purpose of a St Patrick's Street Party Special Event.

3. The term of this lease is March 15th, 2025 beginning this day and ending March 17th, 2025.

4. In consideration of said lease, Lessee covenants and agrees as follows:

(a) Maintain the property for one year from the date of this agreement by keeping the grass cut.

(b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.

(c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessors, abide by and conform to, and cause others to abide by and conform to, all laws and governmental and airport orders, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use of airport premises by said Property.

(d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessors the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessors.

(e) Neither Lessee nor others shall have the right to incur any mechanic's or other lien in connection with the repair, maintenance or storage of said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.

(f) Lessee shall be responsible and liable to Lessors for, and indemnify Lessors against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to Lessors. Lessee shall be responsible and liable for, and indemnify Lessors against, hold Lessors free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise or in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessors.

(g) Lessee will provide insurance certificates for property, liability, liquor as per city, county, state as well as the Lessors.

(h) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessors in as good condition as the same is, reasonable wear and tear excepted.

(i) It is mutually agreed that in case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessors may at his or her option without notice terminate this lease and take possession of said Property whenever found.

EXHIBIT A

THE N 1/2 OF LOTS 1 & 2 SQR 48 WEST GORDON DIV OF FAVRE TRT DBK 34 P 150
DESC AS BEG AT SW COR OF CHARLESTON & MARINE STS RUN TH WLY ALG & PAR
WITH CHARLESTON ST 100 FT TO PT THEN RUN SLY & PAR WITH MARINE ST 60 FT
TO PT TH ELY PAR WITH CHARLESTON ST 100 FT TO PT ON W/L OF MARINE ST
THEN RUN NLY ALG W/L OF MARINE ST 60 FT TO POB #SEC 39 T4S R1W #MP29 06 39
0 003

LEASE-PROPERTY OWNERSHIP AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located in the city or community of Mobile and in the county of Mobile State of Alabama.

PHYSICAL ADDRESS OF PROPERTY:

250 Marine St
Mobile AL 36604

[Signature] 2/8/2025
Property Owner Date

The above described property has been rented, leased, sub-leased, or otherwise surrendered to Callaghans Irish Social Club Inc who has applied for an Alabama ABC license at this location.

This property is Leased () Rented () at a monthly rate of _____.

This lease shall commence on _____ and terminate on _____.

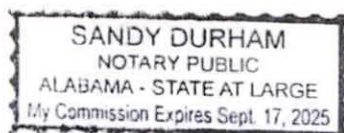
Sworn to and subscribed before me this _____ day of _____, 20____.

[Signature]
Notary Public

[Signature]
Owner/Lessor

9/17/25
My Commission Expires

CALLAGHANS IRISH SOCIAL CLUB Inc
Licensee



VENDOR'S LIEN DEED

STATE OF ALABAMA

COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that HORACE W. QUIMBY, an unmarried man, hereinafter called the GRANTOR, for and in consideration of the sum of FIVE HUNDRED FIFTY THOUSAND AND 00/100THS (\$550,000.00) DOLLARS of which FIFTY THOUSAND AND 00/100THS (\$50,000.00) DOLLARS is hereby acknowledged to have been received from JOHN M. THOMPSON and DENISE B. THOMPSON, hereinafter called the GRANTEES, the balance of which amount is to be paid according to the tenor and effect of that certain Promissory Note of even date herewith, and for the payment of which a Vendor's Lien is expressly reserved, does hereby GRANT, BARGAIN, SELL and CONVEY unto the said GRANTEES, as tenants in common and with equal rights and interests, for the period or term that they shall survive, and unto the survivor of the said GRANTEES, at the death of the other, and to the heirs and assigns of such survivor forever, in fee simple, subject to the provisions hereinafter contained, all that certain real property lying and situate in the County of Mobile, State of Alabama, more particularly described as follows, to-wit:

PARCEL 1:

Beginning at the Northeast corner of the intersection of the right of way line of Charleston and Marine Streets located in the city of Mobile, Mobile County, Alabama; thence run North 07 degrees 15 minutes East along East right of way line of said Marine Street 57.66 feet to a point; thence run South 82 degrees 45 minutes East 81.93 feet to a point; thence run South 07 degrees 15 minutes West 57.66 feet to a point on the North right of way line of Charleston Street; thence run North 82 degrees 45 minutes West 81.93 feet to the point of beginning.

PARCEL 2:

The north one-half of Lot 1 and 2 of Square 48, according to a map or plat of the West Gordon Division of the Favre Tract, executed by Dean Knox, U.S. Deputy Surveyor, more particularly described as: Beginning at the Southwest Corner of Charleston and Marine Streets, running thence Westwardly along Charleston Street 100.20 feet to a point; thence with an interior angle to the right of 90 degrees 01 minutes 48 seconds run Southwardly 59.93 feet to a point; thence with an interior angle to the right of 90 degrees 05 minutes 34 seconds run Eastwardly 100.05 feet to a point on the West line of Marine Street; thence with an interior angle to the right of 90 degrees 02 minutes 52 seconds run Northwardly along the West line of Marine Street 60.15 feet to the point of beginning, located in the City of Mobile, State of Alabama.

120998

Mobile County Revenue Commission Key Nos.: 728485, 728476, 728467,
729466

Property Address: 250 Marine Street, 916 Charleston Street; 914 Charleston
Street and 914 1/2 Charleston

SUBJECT TO HOWEVER:

1. The property described is located in the Oakleigh Garden Historic District and is subject to the terms, conditions and applicable ordinances of said district.
2. Any portion of subject property lying within the right of way any public road or utility.
3. The property is sold "As Is" with no warranties or representation as to the condition of any portion of the property or improvements.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the GRANTEES, as tenants in common and with equal rights and interests, for the period or term that they shall survive, and unto the survivor of the said GRANTEES, at the death of the other, and to the heirs and assigns of such survivor forever.

AND, except as to the above and the taxes hereinafter falling due, which are assumed by the GRANTEES, the said GRANTOR, for himself or his heirs and assigns, does hereby covenant and warrant unto the said GRANTEES, their heirs and assigns forever, that he is seized of an indefeasible estate in said property in fee simple and has a good and lawful right to sell and convey the same; that he is in quiet and peaceable possession thereof; and that the said real property is free and clear of all liens and encumbrances of every kind and nature except those stated above and that the said GRANTOR, for himself and for his heirs and assigns, WILL FOREVER WARRANT AND DEFEND the title to and the possession of said real property unto the said GRANTEES, their heirs and assigns forever against the lawful claims and demands of all persons whomsoever.

The unpaid balance of said purchase money, to-wit, the sum of FIVE HUNDRED THOUSAND AND NO/100THS (\$500,000.00) DOLLARS to secure the payment of which a lien upon the property is hereby reserved, is evidenced by that certain Promissory Note of even date herewith, made by the GRANTEES and payable to the

said GRANTOR, or order, at P.O. Box 6673 Mobile, AL 36680 as follows:

Payable in 59 consecutive equal monthly installments of \$3876.49 each, together with interest at the rate of seven (7%) percent per annum, beginning on the 1st day of July, 2023 and continuing on the same day of each month thereafter, until a final balloon payment on the 60th installment date of the then remaining principal together with accrued interest.

There will be a late fee of 10% of any monthly installment received more than 10 days past the due date thereof.

By accepting this conveyance, the GRANTEES, for the GRANTEES and for the GRANTEES' heirs and assigns, do hereby agree and covenant with the GRANTOR, his heirs and assigns, for so long as any part of said purchase price, or the interest thereon, remains unpaid as follows:

1. To pay said note, and any interest thereon, promptly, as the same shall fall due.
2. To keep any buildings and other improvements now or which may be hereafter erected on said property in good repair and insured against fire, lightening, windstorms, tornadoes and cyclones by policies issued by good and solvent insurance companies selected by the GRANTOR, which policies shall be deposited with the GRANTOR, and shall provide that loss, if any, shall be payable to the GRANTOR as the GRANTOR'S interest may appear, such policies to be in such amount, not exceeding the insurance value of the said buildings or other improvements, as may be required by the GRANTOR.
3. To pay promptly before the same becomes delinquent all taxes, assessments, liens or other charges and encumbrances which may be or become effective against said property, or any portion thereof, together with all penalties, costs and other expenses incurred, or which may accrue, in connection therewith.
4. That if the GRANTOR, upon the happening of any default hereunder, shall foreclose this lien either by sale under the power herein contained or by court proceedings, or shall otherwise resort to litigation for the recovery of the sums hereby secured, or employ an attorney to collect said sums, the GRANTEES will pay all reasonable costs, expenses and attorney's fees thus incurred; and the GRANTEES will

pay all reasonable costs of bringing down from date of this deed to date of foreclosure sale hereunder abstract of title to the property hereinabove described; and said costs, expenses and attorney's fees and any other sum or sums due the GRANTOR by virtue of any of the special liens herein declared, may be included in any judgment or decree rendered in connection with said litigation.

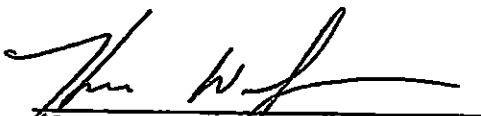
5. That if the GRANTEES should fail to perform any of the duties or obligations herein specified to be performed or done by the GRANTEES, the GRANTOR may perform the same, but shall not be under any duty to do so, and for any sums expended by the GRANTOR in this behalf, together with interest thereon at the rate specified herein, and the GRANTOR will have an additional lien, secured by these presents, on said property. The GRANTEES agree to pay GRANTOR any sum or sums so expended by the GRANTOR, without interest thereon, within ten (10) days after mailing a written notice from the GRANTOR to the GRANTEES at the GRANTEES' place of business last known to the GRANTOR, of the expenditure of said sum or sums, together with demand for payment thereof.

6. That, upon the happening of a default in the payment of said Promissory Note, or of any interest thereon, or upon any default in the performance of any of the obligations herein imposed on the GRANTEES, the GRANTOR shall have the right to sell said property at public outcry at the front door of the Courthouse of Mobile County, Alabama, or on the premises of the property hereinabove described for cash, to the highest bidder, after first giving notice of the time, place and terms of said sale, together with a description of the property to be sold, by publishing such notice once a week for three consecutive weeks in a newspaper published in Mobile County, Alabama; to make proper conveyance to the purchaser; and the proceeds of said sale to apply first, to the payment of the costs of said sale, including a reasonable attorney's fee; second, to the payment of the balance due on said promissory note, including interest, and any amount that may be due the GRANTOR by virtue of any of the special liens herein declared; third, to the payment of any other sums which the GRANTEES have herein agreed to pay but failed to pay to the said GRANTOR; and fourth, the balance, if any, to be paid to the said GRANTEES.

7. That at any sale under the powers herein contained, the GRANTOR may bid for and purchase said property like a stranger hereto, and in the event that GRANTOR should become purchaser at said sale, either the auctioneer conducting said sale or the GRANTEES may execute a deed to the GRANTOR in the name of the GRANTEES.

8. Whenever herein used, the term GRANTOR shall include all GRANTORS herein named and their respective heirs and assigns, and the term GRANTEE shall include all GRANTEES herein named and their respective successors and assigns.

IN WITNESS WHEREOF, the said GRANTOR and GRANTEES have hereunto set their hands and seals or caused this instrument to be executed on this the 31st day of May, 2023.


HORACE W. QUIMBY, GRANTOR


JOHN M. THOMPSON, GRANTEE


DENISE B. THOMPSON, GRANTEE

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that H. JOHN M. THOMPSON, whose name 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 said instrument, he executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on this the 31st day of May, 2023.


NOTARY PUBLIC
My Commission Expires: 9-23-24

(Affix Seal)

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that DENISE B. THOMPSON, whose name 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 said instrument, she executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on this the 31st day of May, 2023.


NOTARY PUBLIC

My Commission Expires: 9-23-24

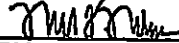
(Affix Seal)

STATE OF ALABAMA

COUNTY OF MOBILE

I, the undersigned Notary Public in and for said State and County, hereby certify that HORACE W. QUIMBY, whose name 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 said instrument, he executed the same voluntarily, on the day the same bears date.

Given under my hand and seal on this the 31st day of May, 2023.


NOTARY PUBLIC

My Commission Expires: 9-23-24

(Affix Seal)

GRANTOR'S ADDRESS:

335 Monroe Street
Hollywood, FL 33019

GRANTEE'S ADDRESS:

261 LEVEE ST.
Mobile, AL 36601

This Instrument Prepared By:

NOEL J. NELSON
Attorney at Law
Post Office Box 2573
Mobile, AL 36652
(251) 433-7272



CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and Issuance of the Zoning Approval Certificate

Business Structure ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☒ Corporation	Application Type ☐ New Business ☐ New Owner ☐ Location Change	Transfer License? ☐ No ☐ Yes Relocation Date	Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other
License Type Applied for with ABC Board (MUST match with ABC Board) Check All that apply ☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 - Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub			
Legal Entity Name CALLAGHAN'S IRISH SOCIAL CLUB INC		Trade Name (DBA) CALLAGHAN'S IRISH SOCIAL CLUB	
Company Physical Address (Street Address, Suite #) 416 Charleston St 250 MARINE STREET - Vacant Lot		City MOBILE	State AL
Zip Code 36604			
Business Contact Person Information			
Name John Thompson	Title Owner	Phone 251 401 4688	Email CALLAGHAN'S IN MOBILE@hotmail.com
URBAN DEVELOPMENT DEPARTMENT USE ONLY			
Building Sq Footage N/A	Parking Provided N/A	Parking Required N/A	Compliance ☒
Zoning R-1 URBAN		Approved ☒	
Comments ANNUAL STREET PARTY			
Print Name CALDWELL C. WHISTLER		Signature Caldwell C. Whistler	Date 2.24.2025

Revision Date 10.23.2023

Planning and Zoning

ST PATRICK'S STREET PARTY

— Road
■ Barricade

BROAD ST



CALLAGHAN'S IRISH SOCIAL CLUB
250 MARINE ST VACANT LOT
MOBILE, AL 36604

Broad St & Charleston St
Barricade

Marine St &
Augusta St
Barricade

CALLAGHAN'S

MARINE ST

250 MARINE ST

Marine St &
Palmetto St
Barricade

↑

Palmetto St

CHARLESTON ST

TENT

BAR

Charleston St &
Charles St
Barricade

FEB 11, 2025

John [Signature]



Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER

ZC-150361-2025

Issue Date: 02/24/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022906390003190.	250 Marine St	

Business Name	Issued To	Zoning Districts
CALLAGHAN'S IRISH SOCIAL CLUB INC	Name: JOHN M. THOMPSON Company: CALLAGHAN'S IRISH SOCIAL CLUB INC Address: 250 Marine St MOBILE, AL 36604 Phone: (251) 401-4688	R-1

This Zoning Classification Allows the property to be used for:

ANNUAL STREET PARTY SPECIAL EVENTS PROMOTER

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone: 251.208.5895

Fax: 251.208.5896

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2351-B DICKSON LANE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2351-B DICKSON LANE** described as:

COMMENCING AT THE NW CORNER OF NW 1/4 OF SW 1/4 SEC 36 T3S R2W, THEN SOUTH ALONG W LINE SECT 36 613 FT(S) TO POB, THEN CONTINUE S 174 FT, THEN EAST 250 FT TO THE W ROW OF DICKSON LANE, THEN N 174 FT(S) ALONG SAID W ROW, THEN W 250 FT TO POB.

Parcel Number: 23 07 36 3 001 038

Last Assessed to: SCHOFIELD MARVIN L

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2351-B DICKSON LANE.** OWNED BY OR MAY HAVE AN INTEREST: **SCHOFIELD MARVIN L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 23 07 36 3 001 038

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2351 DICKSON LN

Property Details

PARCEL KEY#	00327033	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	N Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/19/2024	COMMENTS	

Property Score

SCORE 43 *60* SCORE DESCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-12-24

Noted & to O for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/07/2025

Property Address: 2351 B-Dickson Lane **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.







Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 2351-B Dickson Lane.

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

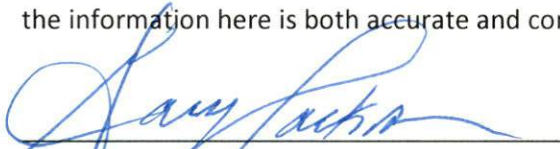
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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


Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Owners
2351-B Dickson Lane
Mobile, AL 36618-1510

January 13, 2025

RE: **2351-B Dickson Lane**
Project Number: ME-094-24

Dear Owners:

On January 7, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2351-B Dickson Lane.

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

**COMMENCING AT THE NW CORNER OF NW 1/4 OF SW 1/4 SEC 36
T3S R2W, THEN SOUTH ALONG W LINE SECT 36 613 FT(S) TO POB,
THEN CONTINUE S 174 FT, THEN EAST 250 FT TO THE W ROW OF
DICKSON LANE, THEN N 174 FT(S) ALONG SAID W ROW, THEN W
250 FT TO POB.**

Parcel Number: 23 07 36 3 001 038

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **March 11, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2351-B Dickson Lane

Date: October 15, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 10, 2024

Per the Title Report, the owner is: Heirs at law and next of kin for W. L. Schofield and Doris Schofield, Deceased.

Notes: W. L. Schofield died 3/8/1992 and Doris died 8/26/2016. Marvin Schofield inherited the property per unrecorded warranty deed, (Revenue Commission emailed me the deed). Marvin Schofield died 1/29/2022, no wife or children per obituary. I listed all his siblings. One sibling (William Kim Schofield) predeceased him, but I did not locate an obituary. LexisNexis shows he is still alive. I added his ex-wife to show relation to his sons due to no obituary. I did not have a date of death, so I did not contact Genealogy.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | Subject/Location address |
|--|--|
| 1 Owners
2351-B Dickson Lane
Mobile AL 36618-1510 | |
| 2 Janet Schofield Talley
3933 Brookmont Dr Apt A7
Mobile AL 36605-4503 | Heir – Sister to Marvin Schofield – LexisNexis address good 7/2024 – Phone number 334-478-0573 good 2021 |
| 3 Darrell Schofield
8050 Three Notch Rd 12
Mobile AL 36619-5164 | Heir – Brother to Marvin Schofield – LexisNexis address good 7/2024 – Phone number 251-591-3723 good 5/2024 |
| 4 Christopher Schofield
11165 Pioneer Rd
Theodore AL 36582-7547 | Heir – Nephew to Marvin Schofield and son to William Kim Schofield. LexisNexis address good 8/2024. Phone numbers are 251-408-7881, 251-689-2307, 251-404-9041, 251-753-8262 good 2024 |

- | | | |
|---|---|---|
| 5 | Christopher Schofield
10245 Irvington BLB Hwy
Irvington AL 36544-3535 | LexisNexis address good 4/2024 |
| | | |
| 6 | Christopher Schofield
PO Box 1022
Irvington AL 36544-1022 | LexisNexis address good 9/2024 |
| | | |
| 7 | Jason Schofield
1675 Knollwood Dr Apt 457
Mobile AL 36609-2586 | Heir – Nephew to Marvin Schofield and son to William Kim Schofield. LexisNexis address good 4/2024 – Phone numbers are 251-490-1364, 251-293-5988, 251-751-9718 good 2024 |
| | | |
| 8 | Jason Schofield
351 Azalea Rd Apt G4
Mobile AL 36609-1948 | LexisNexis address good 5/2024 |
| | | |
| 9 | Jason Schofield
11201 Diffie Rd
Grand Bay AL 36541-6241 | LexisNexis address good 2/2024 |

TAX STATUS: 2023 TAX LIEN

- | | | |
|----|--|--|
| 10 | CTL8 AL-2 A Series of CTL8
AL, LLC Tesco Custodian
PO Box 30540
Tampa FL 33630-3540 | Tax Lien holder for tax year 2023 – LexisNexis address good 2019 and 2022 – No identification through Secretary of State of Alabama – No Identification Through Secretary of State of Florida. Received information from Revenue Commission (Barbara O'Bryant) on 10/15/2024 |
|----|--|--|

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Marvin L Schofield, filed 8/6/2024, recorded 9/25/2024, instrument number 2024060254.

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **2906 NALL STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2906 NALL STREET** described as:

LOT 3 BLK C NEESES ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S
R1W #MP29 08 18 1 001

Parcel Number: 29 08 18 1 001 023

Last Assessed to: A & B ENTERPRISES LLC

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2906 NALL STREET.** OWNED BY OR MAY HAVE AN INTEREST: **A & B ENTERPRISES LLC** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 1 001 023

COUNCIL DISTRICT 1 – CORY PENN

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

2906 NALL ST

Property Details

PARCEL KEYX	00837492	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	Y
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMROMISED	N
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	65	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

Je

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-19-24

Noted 8 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/07/2025

Property Address: 2906 Nall Street **District No:** 1

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

















Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 2906 Nall Street.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



A & B Enterprises, LLC
c/o Samuel Collins
2906 Nall Street
Mobile, AL 36607-1515

January 13, 2025

RE: **2906 Nall Street**
Project Number: ME-105-24

Dear A & B Enterprises, LLC:

On January 7, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2906 Nall Street.

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

LOT 3 BLK C NEESES ADD TO CRICHTON MBK 4 P 168 #SEC 18 T4S
R1W #MP29 08 18 1 001

Parcel Number: 29 08 18 1 001 023

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

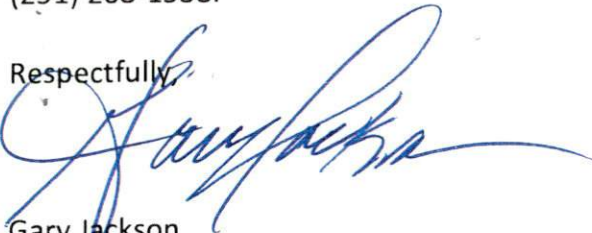
- IV. **NOTICE** is hereby given that on **March 11, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,


Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 2906 Nall Street

Date: October 24, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 24, 2024

Per the Title Report, the owner is: A & B Enterprises, LLC

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|--|
| 1 A & B Enterprises, LLC
c/o Samuel Collins
2906 Nall St
Mobile AL 36607-1515 | Subject/location address – Owner and registered agent is Samuel Collins – Phone numbers are 251-442-4361, 251-591-3896, 251-591-4509, and 251-285-5191 all good 2024 |
| 2 A & B Enterprises, LLC
c/o Samuel Collins
5525 Vienna Ave
Mobile AL 36618-2913 | LexisNexis and mailing address per Revenue Commission website good 11/2001 – 7/2024 and 2008 – 2024 per Revenue Commission mailing address |

**TAX STATUS: 2011 TAX SALE SOLD TO STATE OF ALABAMA –
NEEDS \$5,847.18 TO REDEEM AS OF 10/24/2024**

- | | |
|---|---|
| 3 Alabama Dept. of Revenue
ATTN: Shelly Tice
Property Tax Division
P. O. Box 327210
Montgomery, AL 36132-7210 | 2011 Tax Sale Sold To State Of Alabama – Needs \$5,847.18 To Redeem As Of 10/24/2024 –
Reference Parcel identification as
022908181001023 |
|---|---|

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs A & B Enterprises, LLC, filed 8/20/2024, recorded 9/25/2024, instrument number 2024060281

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances“ adopted December 5, 2017, the accessory structure at **1339 BASIL STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, 8, and 14; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1339 BASIL STREET** described as:

ALL THAT PORTION OF LOTS 24 & 25 IN SQ 32 OF THE KEARNEY
TRT DBK 99 NS PGS 242-3 BEG AT THE SE COR OF BASIL ST &
RYLANDS LN TH RUN ELY ALG THE S/L OF BASIL ST 49.3 FT TO PT
WHICH IS POB OF THE HEREIN CONVEYED PPTY TH ELY ALG S/L OF
BASIL ST 39.9 FT TO PT TH WITH A DEFL ANG TO RT OF 90 DEG 53
FT RUN SLY 100.3 T TO PT TH WITH DEFL ANG TO THE RT OF 89
DEG 19 FT RUN WLY ALG THE LINE OF A FENCE 39 FT TO PT TH
WITH A DEFL ANG TO THE RT 89 DEG 19 FT RUN NLY ALG LINE OF
A FENCE 100.1 FT TO POB #SEC 40 T4S R1W #MP 29 06 40 0 007

Parcel Number: 29 06 40 0 007 051

Last Assessed to: ANTONE-BROUGHTON DIANE M, SHERYL J YATES, EDWARD
H ANTONE, JR C/O FRANCES H ANTONE

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement



RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025**.

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1339 BASIL STREET**. OWNED BY OR MAY HAVE AN INTEREST: **ANTONE-BROUGHTON DIANE M, SHERYL J YATES, EDWARD H ANTONE, JR, C/O FRANCES H ANTONE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 007 051

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1339 BASIL ST

Property Details

PARCEL KEYX	00748454	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROAD	N	CODE VIOLATIONS	N
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	Y
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	71	SCORE DESCRIPTION	Demo
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE

7/14/24

Noted 4 to 1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/07/2025

Property Address: 1339 Basil Street **District No:** 2

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.





















Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 1339 Basil Street.

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

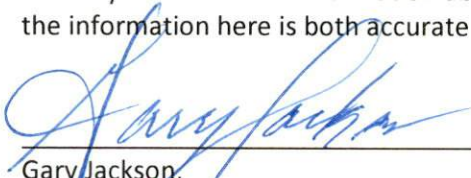
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 10 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Owners
1339 Basil Street
Mobile, AL 36603-5488

January 13, 2025

RE: **1339 Basil Street**
Project Number: ME-143-24

Dear Owners:

On January 7, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1339 Basil Street.

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

ALL THAT PORTION OF LOTS 24 & 25 IN SQ 32 OF THE KEARNEY TRT DBK 99 NS PGS 242-3 BEG AT THE SE COR OF BASIL ST & RYLANDS LN TH RUN ELY ALG THE S/L OF BASIL ST 49.3 FT TO PT WHICH IS POB OF THE HEREIN CONVEYED PPTY TH ELY ALG S/L OF BASIL ST 39.9 FT TO PT TH WITH A DEFL ANG TO RT OF 90 DEG 53 FT RUN SLY 100.3 T TO PT TH WITH DEFL ANG TO THE RT OF 89 DEG 19 FT RUN WLY ALG THE LINE OF A FENCE 39 FT TO PT TH WITH A DEFL ANG TO THE RT 89 DEG 19 FT RUN NLY ALG LINE OF A FENCE 100.1 FT TO POB #SEC 40 T4S R1W #MP 29 06 40 0 007

Parcel Number: 29 06 40 0 007 051

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

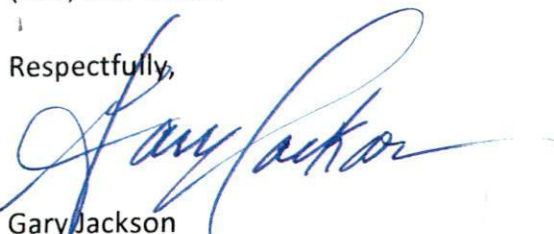
- IV. **NOTICE** is hereby given that on March 11, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,


Gary Jackson

Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1339 Basil Street

Date: December 9, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 6, 2024

Per the Title Report, the owner is: Diane M Antone-Broughton, Sheryl J. Yates, Edward H. Antone, Jr., Bruce H. Antone and Keith D. Antone.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | Owners | Subject/location address |
|---|--|---|
| 1 | Owners
1339 Basil St
Mobile AL 36603-5488 | |
| 2 | Diane M. Antone-Broughton
6960 Remington Estates Dr
Mobile AL 36618-4486 | Owner – Lexisnexus address good 12/2024 –
Phone numbers are 251-510-0667, 251-465-0217,
251-401-6339 and 251-649-3506 good 2024. Paid
property tax in 2023 |
| 3 | Sheryl J. Yates
4819 Golfway Dr Unit 5
Eight Mile AL 36613-3731 | Owner – Lexisnexus address good 12/2024 –
Phone numbers are 251-610-5259 and 251-610-
0140 good 2024 – Paid property tax 2020 and
2021 |
| 4 | Edward H. Antone
6245 S Kewaunee Way
Aurora CO 80016-4297 | Owner – Lexisnexus address good 7/2024 – Phone
numbers are 251-447-6386 and 504-606-4719
good 2024 |
| 5 | Edward H. Antone
PO Box 7094
Mobile AL 36670-0094 | LexisNexis address good 11/2024 |
| 6 | Bruce H. Antone
8627 Shenna Ct
Orlando FL 32818-5669 | Owner – Lexisnexus address good 11/2024 –
Phone numbers are 407-538-8239 and 407-963-
3543 good 2024 |

- | | | |
|----|--|--|
| 7 | Keith D. Antone
12313 Old Muirfield St
Las Vegas NV 89141-6108 | Owner – Lexisnexus address good 11/2024 –
Phone numbers are 832-722-7876 and 713-775-
0519 good 2024 |
| | | |
| 8 | Keith D. Antone
PO Box 47
San Quentin CA 94964-0047 | Lexisnexus address good 8/2024 |
| | | |
| 9 | Keith D. Antone
1340 W Gray St Apt 404
Houston TX 77019-4066 | Lexisnexus address good 8/2024 |
| | | |
| 10 | Frances Antone
656 Azalea Rd Apt 110
Mobile AL 36609-1532 | In Care of on Revenue Commission website from
2013 to 2024 – Lexisnexus address 11/2024 – Paid
property tax from 2008 to 2018 and then in 2021 |

TAX STATUS: 2024 TAXES DUE BY 12/31/2024
Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Diane M Antone-Broughton, Sheryl J. Yates, Edward H. Antone, Jr., Bruce H. Antone and Keith D. Antone, filed 8/29/2024, recorded 10/9/2024, instrument number 2024064220.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, “Abatement of Unsafe Buildings and Structural Nuisances” adopted December 5, 2017, the accessory structure at **400 LEXINGTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 15; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **400 LEXINGTON AVENUE** described as:

LOT 27 WILSONS NINTH ADD DBK 156 N S P 119 #SEC 25 T4S R1W
#MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 243

Last Assessed to: JACKSON MARC

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **400 LEXINGTON AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **JACKSON MARC** IS A PUBLIC NUISANCE AS SET FORTH
BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE
ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 002 243

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

400 LEXINGTON AVE

Property Details

PARCEL KEY#	00802082	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	Lafayette Heights
BLIGHT ZONE	N/A	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	N
VACANT	Y	FIRE DAMAGE	Y
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	N	FOUNDATION COMPROMISED	N
SURVEY DATE	2/2/2024	COMMENTS	

Property Score

SCORE	36 56	SCORE DESCRIPTION	Review Committee
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Notes

IC

Burn

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-16-24

Noted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/07/2025

Property Address: 400 Lexington Avenue **District No:** 2

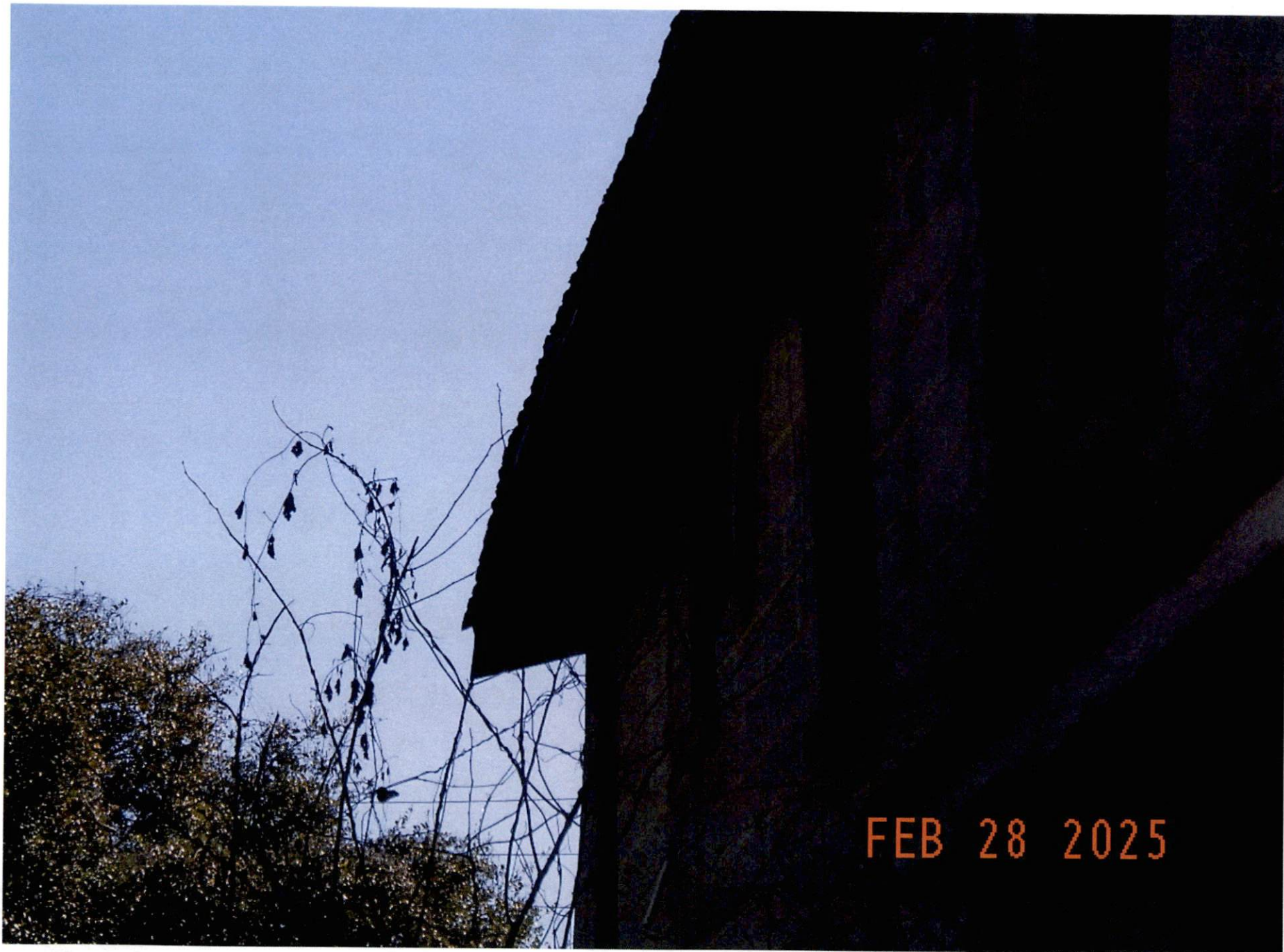
- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.



















Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 400 Lexington Avenue.

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

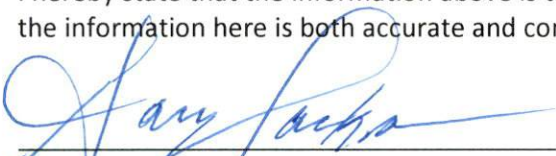
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Marc Jackson
400 Lexington Avenue
Mobile, AL 36603-5155

January 13, 2025

RE: **400 Lexington Avenue**
Project Number: ME-071-20

Dear Marc Jackson:

On January 7, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 400 Lexington Avenue.

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

LOT 27 WILSONS NINTH ADD DBK 156 N S P 119 #SEC 25 T4S R1W
#MP29 07 25 0 002

Parcel Number: 29 07 25 0 002 243

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

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

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

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

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

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

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

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

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **March 11, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: UPDATE 400 Lexington Avenue

Date: Original Date – 7/27/2020

Update – 12/5/2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 4, 2024

Per the Title Report, the owner is: Fee simple is vested in Marc Jackson

Notes: Marc Jackson full name is Ormandos Marc Jackson

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Marc Jackson
400 Lexington Ave
Mobile AL 36603-5155 | Subject/location address |
| 2 | Marc Jackson
58 S Hallett Dr
Mobile AL 36604-2526 | LexisNexis address good 9/2024 – Revenue
Commission website address good 2021-2024
Phone numbers are 251-219-6645, 713-245-6433,
and 210-381-1667 good 2024 |
| 3 | Marc Jackson
507 Saint Francis St
Mobile AL 36602-2117 | LexisNexis address good 8/2024 – Revenue
Commission address good 2011-2020 |

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Marc Jackson, filed July 30, 2020, recorded 8/6/2020, instrument number 2020047064.

RESOLUTION

Sponsored by: C J Small – District 3

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1509 ALBA AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 14;*** and

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1509 ALBA AVENUE** described as:

LOT 8 SQR 3 ALBA BEACH SUB DBK 156 PG 402 GRANT SEC 40 T5S
R1W #SEC 40 T5S R1W #MP32 13 40 0 001

Parcel Number: 32 13 40 0 001 035

Last Assessed to: C M GUY CONSTRUCTION LLC C/O DAVIS MARGARET J

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

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

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is placed next to the 'FR' line.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1509 ALBA AVENUE.**
OWNED BY OR MAY HAVE AN INTEREST: **C M GUY CONSTRUCTION LLC C/O DAVIS MARGARET**
J IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26,
2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and
addresses from Real Estate)

PARCEL NUMBER: 32 13 40 0 001 035

COUNCIL DISTRICT 3 – C J SMALL

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1509 ALBA AVE

Property Details

PARCEL KEY	01048958	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	3
STRUCTURE TYPE	Residential	FLOOD ZONE	AE

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC HIGHWAY	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
IN ANTI	Y	FIRE DAMAGE	N
OPEN BUILDING REAR	N	ROOT DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/9/2024	COMMENT	

Property Score

SCORE	42 62	SCORE DESCRIPTION	Review Committee
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Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-16-24

Noted 5 to 10 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/07/2025

Property Address: 1509 Alba Avenue **District No:** 3

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.













Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 1509 Alba Avenue.

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

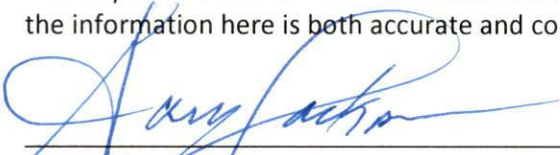
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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



Gary Jackson,
Municipal Enforcement Deputy Director

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Margaret J. Davis
1509 Alba Avenue
Mobile, AL 36605-9400

January 13, 2025

RE: **1509 Alba Avenue**
Project Number: ME-142-24

Dear Margaret J. Davis:

On January 7, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1509 Alba Avenue.

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

LOT 8 SQR 3 ALBA BEACH SUB DBK 156 PG 402 GRANT SEC 40 T5S
R1W #SEC 40 T5S R1W #MP32 13 40 0 001

Parcel Number: 32 13 40 0 001 035

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on **March 11, 2025 at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1509 Alba Avenue

Date: December 10, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 6, 2024

Per the Title Report, the owner is: Fee simple is vested in Margaret J. Davis

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Margaret J. Davis
1509 Alba Ave
Mobile AL 36605-9400 | Owner – LexisNexis address good 9/2024 – Phone numbers are 409-392-4501, 832-392-4153 and 281-957-9751 good 2024 |
| 2 | Margaret J. Davis
2233 Daroca Dr
League City TX 77573-3346 | LexisNexis address good 7/2024 |
| 3 | Margaret J. Davis
3808 Ashley Dr S
Mobile AL 36608 | Address per deed 2024007794 |

TAX STATUS: 2024 TAXES DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs C M Guy Construction LLC c/o Margaret J Davis, filed 7/1/2024, recorded 9/25/2024, instrument number 2024060249

RESOLUTION

Sponsored by: Ben Reynolds – District 4

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **4730 KNIGHT DRIVE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: **Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7 and 8; and**

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

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **4730 KNIGHT DRIVE** described as:

COM AT THE NW COR OF THE SE QTR OF THE SW QTR OF SEC 11
T6S R2W TH S 327.5 FT TO A PT TH E 669.4 FT TO THE POB THE
RUN E 65 FT TO A PT TH RUN S 150 FT TO A PT TH RUN W 65 FT TO
A PT TH RUN N 150 FT TO THE POB PPTY LIES ON THE N SIDE OF A
50 FT R/W #SEC 11 T6S R2W #MP38 01 11 3 000

Parcel Number: 38 01 11 3 000 126

Last Assessed to: CARTER WILLIAM SR & PATRICIA ANN FOSTER

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

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

February 28, 2025



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

A handwritten signature in blue ink, appearing to be 'GJ', is written over the text of the 'FR' field.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, March 11, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **4730 KNIGHT DRIVE.**
OWNED BY OR MAY HAVE AN INTEREST: **CARTER WILLIAM SR & PATRICIA ANN FOSTER** IS A
PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002,
ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses
from Real Estate)

PARCEL NUMBER: 38 01 11 3 000 126

COUNCIL DISTRICT 4 – BEN REYNOLDS

LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md



City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

4730 KNIGHT DR

Property Details

PARCEL KEY	01239831	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	4
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	N	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	3/14/2024	COMMENTS	Mobile home

Property Score

SCORE	51	SCORE DESCRIPTION	Demo
-------	----	-------------------	------

Notes

IC

Mobile Home

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 7-28-24

Noted # to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 01/03/2025

Property Address: 4730 Knight Drive **District No:** 4

- ☐ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☐ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☒ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☐ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☐ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☐ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☐ 15. Yard is overgrown with weeds and/or covered with litter, debris and junk.











Affidavit of Mailed Notice



February 28, 2025

State of Alabama
County of Mobile

Subject Property – 4730 Knight Drive.

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

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 7 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

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

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

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

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

A handwritten signature in blue ink, appearing to read 'Gary Jackson', is written over a horizontal line.

Gary Jackson,
Municipal Enforcement Deputy Director

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



Patricia Ann Foster
Tawana Foster
4730 Knight Drive
Theodore, AL 36582-2442

January 10, 2025

RE: 4730 Knight Drive
Project Number: ME-075-24

Dear Patricia Ann Foster, Tawana Foster:

On January 3, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 4730 Knight Drive.

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

COM AT THE NW COR OF THE SE QTR OF THE SW QTR OF SEC 11
T6S R2W TH S 327.5 FT TO A PT TH E 669.4 FT TO THE POB THE
RUN E 65 FT TO A PT TH RUN S 150 FT TO A PT TH RUN W 65 FT TO
A PT TH RUN N 150 FT TO THE POB PPTY LIES ON THE N SIDE OF A
50 FT R/W #SEC 11 T6S R2W #MP38 01 11 3 000

Parcel Number: 38 01 11 3 000 126

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

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

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

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

- ☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;
- (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;
- (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;
- (7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

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

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

- a) Repair the structures / and or building by **February 27, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **February 27, 2025**, provide the Code Official with a work plan to accomplish the repairs by **February 27, 2025**, which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **February 27, 2025**, which is 45 days from the date of this NOTICE.

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

- IV. **NOTICE** is hereby given that on March 11, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

- ☒ Repaired; or,
☒ Demolished

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

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

Respectfully,



Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 4730 Knight Drive

Date: October 2, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 1, 2024

Per the Title Report, the owner is: William Carter, Sr. and Patricia Ann Foster

Notes: It appears per the Revenue Commission website and the blight survey that this property is occupied and has homestead. Instead of listing multiple relatives due to the fact the owners are over 70 years old, I only listed the two people/relatives that paid the taxes within the last 6 years.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | |
|---|---|
| 1 Patricia Ann Foster
Tawana Foster
4730 Knight Dr
Theodore AL 36582-2442 | Owner – LexisNexis address good 8/2024 – Phone number 251-307-8090, 251-786-9638 and 251-653-6113 good 2024. Tawana Foster phone numbers are 251-643-8866, 251-653-4577 and 334-973-1340 good 2024 - Subject/location address |
| 2 William Carter, Sr,
Ella R. McCarty
344 E. Pershing St
Mobile AL 36610-1807 | Owner – LexisNexis address good 7/2024 – Phone numbers 251-402-4298, 251-402-6484 and 334-452-4815 good 2024 – Revenue Commission mailing address 2020 – 2025 |
| 3 William Carter, Sr,
Ella R. McCarty
365 E Pershing St
Mobile AL 36610-1850 | LexisNexis address good 2023 |
| 4 William Carter, Sr,
Ella R. McCarty
2022 Tucker St
Mobile AL 36617-2605 | LexisNexis address good 2023 |
| 5 William Carter, Sr,
Ella R. McCarty
2931 Bellemead Dr
Whistler AL 36612-1919 | LexisNexis address good 2023 and Revenue Commission website mailing address from 2002 - 2019 |

6 Ella R. McCarty
369 E Pershing St
Mobile AL 36610-1850

LexisNexis address good 8/2024 – Paid property
taxes 2021 and 2022

7 Tawana Foster
7650 Old Military Rd
Theodore AL 36582-2406

LexisNexis address good 11/2023 - Paid property
taxes 2019

TAX STATUS: 2023 PROPERTY TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs William Carter, Sr. and Patricia Ann Foster, filed 7/31/2024,
recorded 8/15/2024, instrument number 2024051891.

4841
Resure Dr
Patricia Foster



MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk Office
FROM: Gary Jackson, Deputy Director 
DATE: March 6, 2025
SUBJECT: Repeat Weed Lien Invoices G-84

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) 84.
Please place these on the City Council's Agenda for March 11, 2025.

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528.
Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		REPEAT WEED LIEN						
		CONTRACT NUMBER						
		GROUP 84					Res. No.	
12/17/2024		1st REPEAT WEED LIEN LETTERS SENT					11-058	
3/11/2025		REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST						
		Old SRC		New	Initial	Times	Amount	CBD
Item	Address	Dis	Case #	Case #		cut within	Assessed	CBO
No.								
1	0 Abrams St Par. No. (29 08 18 2 002 009.XXX)	1		46267	8/2/2023	1	\$ -	CBD
2	2735 Josephine St	1		46268	1/17/2023	1	\$ 282.00	
3	2061 Tucker St	1		46269	2/14/2023	1	\$ 282.00	
4	620 Belsaw Ave	2		46270	2/20/2024	1	\$ 282.00	
5	424 Chin St	2	45197	46271	3/7/2023	1	\$ 282.00	
6	912 S Warren St	3	44765	46274	10/10/2023	1	\$ 520.00	
7	658 South Carolina St	3	45700	46275	2/27/2004	1	\$ -	N/A
8	1571 Plover St	2		46276	8/1/2023	1	\$ 282.00	
9	962 Arlington St	3	45877	46277	10/25/2022	2	\$ 382.00	
10	702 Pillans St	3		46278	1/23/2024	1	\$ 282.00	
11	704 Pillans St	3		46279	3/2/2022	2	\$ 382.00	
12	1065 Arlington St	3		46280	3/2/2022	2	\$ 50.00	CBO
13	765 Donald St	1	44649	46281	6/27/2023	1	\$ 289.35	
14	604 South Carolina St	3		46282	2/7/2024	1	\$ 310.00	
15	606 South Carolina St	3		46283	2/2/2024	1	\$ 50.00	CBO
16	651 South Carolina St	3		46284	10/25/2022	1	\$ 282.00	
17	658 South Carolina St	3		46285	2/27/2024	1	\$ 282.00	
18	702 South Carolina St	3		46286	12/5/2023	1	\$ 282.00	
19	704 South Carolina St	3		46287	2/14/2023	2	\$ 935.00	
20	0 Richardson St	2		46288	8/29/2023	1	\$ 50.00	CBO
	Par. No. (22 08 44 0 019 194.001)							
21	2407 Richardson St	2		46289	4/25/2023	1	\$ 50.00	CBO
Total							\$5,556.35	
District total for this group		Numbers of lots cut						
1	4			1	3			
2	5			2	3			
3	12			3	9			
4	0			4	0			
5	0			5	0			
6	0			6	0			
7	0			7	0			
	21				15			
*CBO Cut By Owner								
*N/A Taken out by Inspector								
*ADD Added in from other Groups								

Lany Hicks 2/28/25
Marchetta Jante 2-28-25



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **RISPER CLARENCE & LETTIE MA**
C/O RISPER CLARENCE & LETTIE MAE
Address: **P. O. BOX 7612**
City, State, Zip: **MOBILE, AL 36670**
Repeat Group Number: **84** Item # **2**

Lot Description: **E 83 FT LOT 128 & 129 DIV A MILLVILLE SUB DBK 121 P 512 #SEC 17 T4S R1W #MP29
08 17 2 000 (29 08 17 2 000 007.XXX) 2735 JOSEPHINE ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,621	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Marchetta Daulton

INSPECTOR

James F. Smith

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **AYLER ROBERT C II**
Address: **2312 PENNINGTON ST**
City, State, Zip: **MOBILE, AL 36617**
Repeat Group Number: **84** Item # **3**

Lot Description: **LOT 4 RESUB OF GREERS SUB UNIT 2 MBK 13 P 35 #SEC 44 T4S R1W #MP29 02 44 0 024
(29 02 44 0 024 288.XXX) 2061 TUCKER ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	7,211	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Monisha Dute

INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: JONES JOHNNY A
Address: 5091 WASHINGTON BVD
City, State, Zip: THEODORE, AL 36582
Repeat Group Number: 84 Item # 4

Lot Description: LOTS 22 & 23 BLK 1 DIXIE PA RK SUB MBK 3 P 273 ADD DBK 379/526 07-28-45 #SEC 25
T4S R1W #MP29 07 25 0 002 (29 07 25 0 002 002.XXX) 620 BELSAW AVE

Nuisance Date: 12/17/2024
Date lot was cut: 2/21/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,054	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-		1	\$ 100.00	\$ 100.00
Additional Cuts	Each	0	\$ 3.00	\$ -
Per Spare Tire		1	\$ 7.00	\$ 7.00
Debris Removal	Cubic Yard			
Total Project Cost:				\$ 282.00

Shelia Dean
SECRETARY
Marcheth Dute
INSPECTOR
Andy Fahn
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **WILLIAMS HENRY C JR**
Address: **309 N CATHERINE ST**
City, State, Zip: **MOBILE, AL 36603**
Repeat Group Number: **84** Item # **5**

Lot Description: **LOT 30 BLK 1 EAST HIGHLANDS SUB DBK 156 P 594 #SEC 44 T4S R1W #MP29 02 44 0 003 (29 02 44 0 003 118.01X) 424 CHIN ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,920	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean
SECRETARY
Marchetta Jute
INSPECTOR
Ray Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice February 28, 2025

Lot Owner: **THOMAS GAINES A & MARY I**
C/O GOVAN C THOMAS
Address: **1030 BERRINGTON CIR**
City, State, Zip: **BIRMINGHAM, AL 35242**
Repeat Group Number: **84** Item # **6**

Lot Description: **BEG AT PT ON W/S WARREN ST 240 FT S OF SW COR NORTH CAROLINA & WARREN STS
TH SLY ALG W/S WARREN ST 50 FT TO PPTY OF HORACE CHEATHAM TH WLY 125 FT TO
PT TH NLY & PAR WITH WARREN ST 50 FT TO PT TH ELY 125 FT TO POB #SEC 37 T4S
R1W #MP29 10 37 0 003 (29 10 37 0 003 017.XXX) 912 WARREN ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,205	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	35	\$ 7.00	\$ 245.00
Total Project Cost:				\$ 520.00

Shelia Dean
SECRETARY
Monchette Jante
INSPECTOR
Fary Jante
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **CURRY DOROTHY JEAN TAYLOR**

%CHARLENE CURRY

Address: **3613 E FORGE RD**

City, State, Zip: **DAVIE, FL 33328**

Repeat Group Number: **84** Item # **8**

Lot Description: **LOT 48 COLGIN ADD TO OAKDALE DBK 115 P 361 #SEC 28 T4S R1W #MP29 10 28 4 005
(29 10 28 4 005 069.XXX) 1571 PLOVER ST**

Nuisance Date: **12/17/2024**

Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,250	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean
SECRETARY
Marchetta J. Galt
INSPECTOR
Jay Fournier
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: ALABAMA DEPT. OF REVENUE

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: P. O. BOX 327210

City, State, Zip: MONTGOMERY, AL 36132-7210

Repeat Group Number: 84 Item # 9

Lot Description: LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 009.XXXX) 962 ARLINGTON ST

Nuisance Date: 12/17/2024

Date lot was cut: 2/21/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,000	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 382.00

Shelia Dean

SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **S & H WHOLE SALE LLC**
Address: **2111 WHISTLER ST**
City, State, Zip: **PRICHARD, AL 36610**
Repeat Group Number: **84** Item # **10**

Lot Description: **LOT 7 BLK 7 SIMS 2ND ADD DB K 127 P 387 #SEC 37 T4S R1W #MP29 10 37 0 008 (29 10 37 0 008 045.XXX) 702 PILLANS ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,438	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 28, 2025

Lot Owner: **MIXON SAMUEL, CONNIE R ENGLAND &
C/O CAROLYN RANKINS SHELDS**

Address: **1683 MASSEY RD**

City, State, Zip: **ALABASTER, AL 35007-4705**

Repeat Group Number: **84** Item # **11**

Lot Description: **LOT 8 & E 10 FT OF LOT 9 SQ 7 OF ADD TO SIMS 2ND ADD DBK 127/387 #SEC 37 T4S
R1W #MP29 10 37 0 008 (29 10 37 0 008 046.XXX) 704 PILLANS ST**

Nuisance Date: **12/17/2024**

Date lot was cut: **2/21/2025** Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,972	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 382.00

Shelia Dean
SECRETARY
Marchetta Jacobs
INSPECTOR
Darryl Smith
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **IRBY HOME BUYERS LLC**
Address: **9450 SW GEMINI DR**
City, State, Zip: **BEAVERTON, OR 97008**
Repeat Group Number: **84** Item # **12**

Lot Description: **LOT 39 BLK 3 ARLINGTON SUB DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 053.XXX) 1065 ARLINGTON ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,543	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

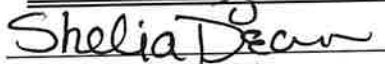
Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **FOX ANNIE DELORES HAWTHORNE**
Address: **1056 TEXAS ST**
City, State, Zip: **MOBILE, AL 36604**
Repeat Group Number: **84** Item # **13**

Lot Description: **LOTS 2 & 3 BLK D OF SUNNYMEADE SUBDIV DBK 156 N.S. P 488 #SEC 44 T4S R1W
#MP29 02 44 0 023 (29 02 44 0 023 214.XXX) 765 DONALD ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft		0	\$ 125.0000	\$ -
standard rate<10,000 sqft		10,588	\$ 0.0125	\$ 132.35
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 289.35


SECRETARY

INSPECTOR

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **MLB ENTERPRISE CORPORATION**
Address: **11111 KATY FWY STE 910**
City, State, Zip: **HOUSTON, TX 77079**
Repeat Group Number: **84** Item # **14**

Lot Description: **BEG NW COR WARREN & SOUTH CAROLINA ST TH WLY 85 FT FOR BEG TH WLY ALG N/S
SOUTH CAROLINA ST 46 FT FOR FRONT & EXT BACK NLY BET PAR LINES 57 FT 6 IN FOR
DEPTH #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 020.XXX) 604 SOUTH
CAROLINA ST**

Nuisance Date: 12/17/2024
Date lot was cut: 2/21/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	2,589	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty-				
Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 310.00

Shelia Dean
SECRETARY

Marshall Dean
INSPECTOR

James Dean
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

February 28, 2025

Lot Owner: **HOLLINS NICHOLE MS**
Address: **271 SIENA VISTA ST**
City, State, Zip: **MOBILE, AL 36607**
Repeat Group Number: **84** Item # **15**

Lot Description: **BEG AT PT ON N/S SOUTH CAROLINA ST A DIS OF 93 FT 9 IN E OF NE COR OF DEARBORN & S CAROLINA ST TH IN A E-LY DIR ALG N/L OF S CAROLINA ST 31 FT 3 IN TO PT THEN IN N-LY DIR PAR WITH DEARBORN ST 100 FT TH IN W-LY DIR & PAR WITH S CAROLINA ST 31 FT 3 IN THEN IN S-LY DIR & PAR WITH DEARBORN ST 100 FT TO BEG #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 021.XXX) 606 SOUTH CAROLINA ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,198	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia Pecun
SECRETARY
Michael Davis
INSPECTOR
James Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **WILLIAMS KIATA**
Address: **1059 WOODSIDE DR W**
City, State, Zip: **MOBILE, AL 36608**
Repeat Group Number: **84** Item # **16**

Lot Description: **LOT 5 SQR 6 SIMS 2ND ADD DB K 120 NS P 486 #SEC 37 T4S R1W #MP29 10 37 0 003
(29 10 37 0 003 051.XXX) 651 SOUTH CAROLINA ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	6,375	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **POWELL CHARLES O & ROBERTA C**
C/O WILLIAM P COOK
Address: **3489 ROBIN POINT DR**
City, State, Zip: **DECATUR, GA 30034**
Repeat Group Number: **84** Item # **17**

Lot Description: **LOT 2 SQR 3 OF SIMS 2ND ADD DBK 120 N S P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 043.XXX) 658 SOUTH CAROLINA ST**

Nuisance Date: 12/17/2024
Date lot was cut: 2/21/2025 Contractor: Mrs. Elizabeth Perryman

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	4,255	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00

Shelia Dean

SECRETARY

Elizabeth Perryman
INSPECTOR

[Signature]
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **LAW DAVID K SR**
Address: **2101 BARRETT'S LN**
City, State, Zip: **MOBILE, AL 36617-2942**
Repeat Group Number: **84** Item # **18**

Lot Description: **LOT 12 BLK 4 SIMS SECOND AD D DBK 120 P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 064.XXX) 702 SOUTH CAROLINA ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,513	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	1	\$ 100.00	\$ 100.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 282.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

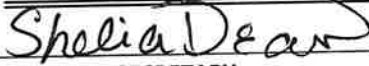
Repeat Lot Cleaning Invoice
February 28, 2025

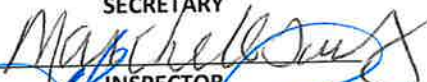
Lot Owner: **DCR INVESTMENTS INC**
Address: **12626 HILLARD JENKINS RD**
City, State, Zip: **LOXLEY, AL 36551**
Repeat Group Number: **84** Item # **19**

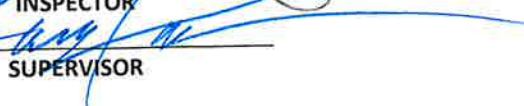
Lot Description: **LOT 13 BLK 4 SIMS 2ND ADDN DBK 120 PG 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 065.XXX) 704 SOUTH CAROLINA ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **2/21/2025** Contractor: **Mrs. Elizabeth Perryman**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	5,500	1	\$ 125.0000	\$ 125.00
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	2	\$ 100.00	\$ 200.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	80	\$ 7.00	\$ 560.00
Total Project Cost:				\$ 935.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

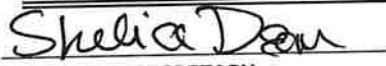
Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **FRALIN JIMMIE JR & EARNESTINE**
Address: **2407 RICHARDSON ST**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **84** Item # **20**

Lot Description: **BEGINNING AT THE SOUTHWEST CORNER OF RICHARDSON ST & EDWARDS AVE THEN RUN SOUTHERLY ALONG THE WEST ROW OF RICHARDSON ST 38 FT, THEN RUN WESTERLY 80 FT(S), THEN RUN NORTHERLY 38 FT TO THE SOUTH ROW OF EDWARDS AVE, THEN RUN EASTERLY ALONG SAID ROW 85 FT(S) TO THE POB (22 08 44 0 019 194.001) 0 RICHARDSON ST**

Nuisance Date: 12/17/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,154	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

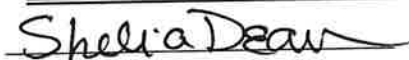
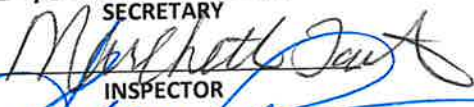
Repeat Lot Cleaning Invoice
February 28, 2025

Lot Owner: **FRALIN JIMMIE**
Address: **2407 RICHARDSON ST**
City, State, Zip: **CHICKASAW, AL 36611**
Repeat Group Number: **84** Item # **21**

Lot Description: **COMG AT NW COR OF EDWARDS STREET & RICHARDSON ST TH N & 12 DEG E ALG W R/W OF RICHARDSON STREET 112 FT TO POB TH N 78 DEG W 85.01 FT TH N 13 DEG 30 MIN 27 SEC E 40 FT TH S 78 DEG E 84 FT TH S 12 DEG W ALG W R/W OF RICHARDSON ST 40 FT TO POB #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 194.002) 2407 RICHARDSON ST**

Nuisance Date: **12/17/2024**
Date lot was cut: **N/A** Contractor: **N/A**

ITEM	UNIT	QUANTITY/SQ FT	PRICE/UNIT	COST
base rate>10,000 sqft	3,296	0	\$ 125.0000	\$ -
standard rate<10,000 sqft		0	\$ 0.0125	\$ -
Administration Fee		1	\$ 50.00	\$ 50.00
Administrative Penalty- Additional Cuts	Each	0	\$ 100.00	\$ -
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00


SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

January 2025: Officer Austen King

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee:

February 2025: Officer Eric Bolton

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or result in an outstanding improvement in service to the public.

Adopted:

City Clerk

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

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,000.00 to **Gulf Coast Caribbean Carnival Association**, from the District 2 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 Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate \$1,400.00 to Crestview Community Action Group*, from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Crestview Community Action Group***, is an Alabama non-profit corporation which provides a service to the community; and

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

WHEREAS, the Mobile City Council determines that this appropriation to ***Crestview Community Action Group***, will be used to *assist with installation of Christmas angels*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,400.00 to Crestview Community Action Group***, for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$500.00 to **University of South Alabama JagGirls***, from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, **University of South Alabama 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 **University of South Alabama JagGirls**, will be used to *assist with Champagne Brunch & Bingo on March 22, 2025*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of **\$500.00 to University of South Alabama 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

Sponsored by: Councilmembers Cory Penn, William Carroll, C. J. Small, Ben Reynolds,
Joel Daves, Josh Woods, and Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA,
that Robert Adam “Bucky” Thomas, Freddie Stokes and R. Jeffrey Perloff are hereby appointed
as part-time judges of the Mobile Municipal Court for a term of two (2) years effective
immediately.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

C#5308

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Mims Park - Athletic Restroom/Concession

CAPITAL PROJECT #: C0037 (20002000-48010)

CONTRACT AMOUNT: \$1,137,000.00 DATE OF
RECEIPT: 3/6/2025

ARCHITECTURAL ENGINEERING PROJECT #: PR-048-24b

PROJECT DESCRIPTION: Demolition of an existing restroom/concession
near fields

A & B. Construction of a new 2677 sq. ft. athletic restroom/concession
facility with
associated site work and new accessibility walkway from parking
lot. Restroom area
includes seven single stall toilet rooms and two accessible
rooms. Concession area
includes storage, roll up service door, counter space and three compartment
sink.

VENDOR NAME: Harris Contracting Services, INC

VENDOR NUMBER: 293714

DEPT #: 3032
ENGINEERING

DEPT NAME: ARCHITECTURAL

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/28/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Benjamin Reynolds, Councilmember

Purpose and Scope of Project:

Demolition of an existing restroom/concession near fields A & B. Construction of a new 2677 sq. ft. athletic restroom/concession facility with associated site work and new accessibility walkway from parking lot. Restroom area includes seven single stall toilet rooms and two accessible rooms. Concession area includes storage, roll up service door, counter space and three compartment sink.

Amount of Contract:

\$1,137,000.00

Funding Source

C0037 CIP PARKS-MIMS-RENOVATIONS & RPRS (20002000-48010)

ATTACHMENTS:

1. CAP-00002 - HARRIS CONTRACTING SERVICES INCConstruction- ContractPO #PR-048-24b
- - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember Reynolds

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

Name of Company: Harris Contracting Services, INC

Project Name: CIP Mims Park - Athletic Restroom/Concession

Project Number: PR-048-24b

Amount: \$1,137,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP Mims Park - Athletic Restroom/Concession

CAPITAL PROJECT #: C0037 (20002000-48010)

CONTRACT AMOUNT: \$1,137,000.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-048-24b

PROJECT DESCRIPTION: Demolition of an existing restroom/concession near fields A & B. Construction of a new 2677 sq. ft. athletic restroom/concession facility with associated site work and new accessibility walkway from parking lot. Restroom area includes seven single stall toilet rooms and two accessible rooms. Concession area includes storage, roll up service door, counter space and three compartment sink.

VENDOR NAME: Harris Contracting Services, INC

VENDOR NUMBER: 293714

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/28/2025



02.26.2025

03:50PM

Dear Council Members:

Attached to this memo is an agreement between the HARRIS CONTRACTING SERVICES INC and the City of Mobile, for the project titled "Mims Park - Athletic Restroom/Concession and Field Improvements B, C & D" in the amount of \$1,137,000.00.

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

Respectfully,

McIntyre, Shannon

251-208-7635

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2022
District:	

AIA® Document A101® – 2017

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

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

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

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

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

Harris Contracting Services, Inc.
5413 Lott Rd
Eight Mile, AL 36613

City of Mobile Business License Number: 2504066
Secretary of State Registration Number: 000-338-516

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

Mims Park - Athletic Restroom/Concession
5400 Grishilde Drive
Mobile, AL 36693
PR-048-24b

Summary of Work to include the demolition of an existing Athletic Restroom/Concession facility and constructing a new 2677 sq. Athletic Restroom/Concession Facility associated site work and new accessibility walkway from the parking lot.

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

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

Christian Preus Landscape Architecture, PLLC
307 De La Mare Ave,
Fairhope, AL 36532

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

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

TABLE OF ARTICLES

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

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

§ 3.3 Substantial Completion

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

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

☒ [X] Not later than Two Hundred Seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million One Hundred Thirty Seven Thousand and 00/100 (\$ 1,137,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$980,000.00

Contingency Allowance: \$50,000.00

Total Bid: \$1,030,000.00

Additive Alternate #1 Resinous Flooring: \$25,000.00

Additive Alternate #2 ADA Walkway: \$72,000.00

Additive Alternate #3 FRP Door Upgrades: \$10,000.00

Total Contract Sum: \$1,137,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1 Resinous Flooring:	\$25,000.00
Additive Alternate #2 ADA Walkway:	\$72,000.00
Additive Alternate #3 FRP Door Upgrades:	\$10,000.00

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Fifty Thousand and 00/100 (\$50,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)
undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A	N/A	N/A

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

N/A

§ 5.1.7.2

(Paragraphs deleted)

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

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

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

(Paragraphs deleted)

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

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

§ 5.2 Final Payment

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

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

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

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

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

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below.

"The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for Mims Park - Athletic Restroom/Concession, 5400 Grishilde Drive Mobile, AL 36693, PR-048-24b All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Brian Harris
5413 Lott Rd
Eight Mile, AL 36613
brian@harriscontractingservices.com
251-377-3132

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

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

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

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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

- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and

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

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

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
D-100	DEMOLITION & EROSION CONTROL PLAN	January 14, 2025
C3.0	GRADING & DRAINAGE PLAN	January 14, 2025
C4.0	UTILITY PLAN	January 14, 2025
C5.0	CIVIL NOTES & DETAILS	January 14, 2025
C6.0	FIRE CONTROL PLAN	January 14, 2025
E1.0	ELECTRICAL SPECIFICATIONS & ABBREVIATIONS	January 14, 2025
E2.0	ELECTRICAL LEGEND & NOTES	January 14, 2025
E3.0	EXISTING ELECTRICAL SITE PLAN	January 14, 2025
E4.0	NEW WORK SITE PLAN	January 14, 2025
E5.0	NEW WORK LIGHTING PLAN	January 14, 2025
E6.0	NEW WORK POWER PLAN	January 14, 2025
E7.0	ELECTRICAL SCHEDULES & DETAILS	January 14, 2025
G1.0	ARCHITECTURAL ABBREVIATIONS & STANDARDS	January 14, 2025
G2.0	BUILDING CODE SUMMARY	January 14, 2025
G3.0	LIFE SAFETY PLAN	January 14, 2025
A1.1	ARCHITECTURAL FLOOR PLAN & FINISHES	January 14, 2025
A1.2	DIMENSIONED FLOOR PLAN	January 14, 2025
A1.3	CEILING & ROOF FINISH PLAN	January 14, 2025

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A2.1	BUILDING ELEVATIONS	January 14, 2025
A3.1	BUILDING SECTIONS	January 14, 2025
A3.2	BUILDING DETAILS	January 14, 2025
A4.1	BUILDING DETAILS	January 14, 2025
A4.2	BATHROOM ENLARGEMENT & DETAILS	January 14, 2025
A5.1	DOOR & WINDOW DETAILS	January 14, 2025
A5.2	DOOR & WINDOW DETAILS	January 14, 2025
A6.1	FRAMING DETAILS	January 14, 2025
A6.2	FRAMING DETAILS	January 14, 2025
A6.3	FRAMING DETAILS	January 14, 2025
S0.1	STRUCTURAL SPECIFICATIONS & STANDARDS	January 14, 2025
S0.2	STRUCTURAL ABBREVIATIONS & STANDARDS	January 14, 2025
S1.1	FOUNDATION LAYOUT PLAN	January 14, 2025
S1.2	SLAB ON GRADE LAYOUT PLAN	January 14, 2025
S1.3	CMU WALL PLAN	January 14, 2025
S1.4	PERIMETER GIRDER FRAMING PLAN	January 14, 2025
S1.5	ROOF FRAMING PLAN	January 14, 2025
S1.6	ROOF FRAMING PLAN	January 14, 2025
S1.7	STRUCTURAL SECTION ELEVATION PLANS	January 14, 2025
S3.1	STRUCTURAL DETAILS	January 14, 2025
S3.2	STRUCTURAL DETAILS	January 14, 2025
S3.3	STRUCTURAL DETAILS	January 14, 2025
S3.4	LOAD BEARING WALL FRAMING ELEVATION	January 14, 2025
S3.5	STRUCTURAL FRAMING DETAILS	January 14, 2025
P1.0	PLUMBING SCHEDULE & NOTES	January 14, 2025
P2.0	PLUMBING PLAN	January 14, 2025
P3.0	SANITARY WASTE PLAN	January 14, 2025
P4.0	PLUMBING RISER DETAILS	January 14, 2025
P5.0	PLUMBING DETAILS	January 14, 2025
M1.0	MECHANICAL NOTES & SCHEDULE	January 14, 2025
M2.0	HVAC PLAN	January 14, 2025
M3.0	HVAC DETAILS	January 14, 2025
H100	HARDSCAPE PLAN	January 14, 2025
H200	HARDSCAPE DETAILS	January 14, 2025
L100	LANDSCAPE PLAN	January 14, 2025

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	October 16, 2024
Section 01010	Summary of Work	October 16, 2024
Section 01045	Cutting and Patching	October 16, 2024
Section 01120	Multiple Contracts and Occupied Areas	October 16, 2024
Section 01210	Allowances	October 16, 2024
Section 01220	Unit Prices	October 16, 2024
Section 01230	Alternates	October 16, 2024
Section 01250	Substitution Procedures	October 16, 2024
Section 01310	Project Management & Co-ordination	October 16, 2024
Section 01320	Construction Progress Documentation	October 16, 2024
Section 01330	Submittal Procedures	October 16, 2024
Section 01730	Execution Requirements	October 16, 2024
Section 01770	Close out Procedures	October 16, 2024
Section 017823	Operation and Maintenance Data	October 16, 2024
Section 017839	Project Record Documents	October 16, 2024
Section 014003	Hot Bituminous Pavement	October 16, 2024

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Section 015526	Maintenance of Traffic	October 16, 2024
Section 015723	SWPPP	October 16, 2024
Section 016205	Removal of Existing Thermoplastic Pavement Markings	October 16, 2024
DIVISION 2	SITEWORK	October 16, 2024
Section 022523	Concrete Curbs and Sidewalks	October 16, 2024
Section 024116	Structure Demolition	October 16, 2024
DIVISION 03	CONCRETE	October 16, 2024
Section 033000	Cast-In-Place Concrete	October 16, 2024
DIVISION 04	MASONRY	October 16, 2024
Section 042300	Reinforced Unit Masonry	October 16, 2024
DIVISION 05	METALS	October 16, 2024
Section 051200	Structural Steel	October 16, 2024
Section 055000	Metal Fabrications	October 16, 2024
DIVISION 06	WOODS, PLASTICS, AND COMPOSITES	October 16, 2024
Section 061000	Rough Carpentry	October 16, 2024
Section 061700	Prefabricated Structural Wood	October 16, 2024
Section 064113	Architectural Wood Casework	October 16, 2024
Section 064116	Plastic Laminate Clad Architectural Cabinets	October 16, 2024
Section 066140	Solid Surface Fabrications	October 16, 2024
Section 068316	Fiberglass Reinforced Paneling	October 16, 2024
DIVISION 07	THERMAL AND MOISTURE PROTECTION	October 16, 2024
Section 072100	Thermal Insulation	October 16, 2024
Section 072500	Weather Barriers – Vapor Retarders	October 16, 2024
Section 074113	Standing-Seam Metal Roof Panels	October 16, 2024
Section 074213	Metal Wall Panels	October 16, 2024
Section 074600	Fiber Cement Siding	October 16, 2024
Section 076100	Sheet Metal Flashing and Trim	October 16, 2024
Section 079200	Joint Sealants	October 16, 2024
DIVISION 08	OPENINGS	October 16, 2024
Section 081743	Composite Fiberglass Door	October 16, 2024
Section 083340	Rolling Counter Doors	October 16, 2024
Section 084313	Aluminum-Framed Storefronts	October 16, 2024
Section 085619	Service Teller Window Unit	October 16, 2024
Section 087100	Door Hardware	October 16, 2024
Section 087200	Weatherstripping & Seals (thresholds)	October 16, 2024
Section 088000	Glazing	October 16, 2024
Section 088300	Mirrors	October 16, 2024
Section 089000	Louvers & Vents	October 16, 2024
DIVISION 09	FINISHES	October 16, 2024
Section 092600	Gypsum Board Assemblies	October 16, 2024
Section 095123	Acoustical Tile Ceilings	October 16, 2024
Section 096500	Resilient Flooring	October 16, 2024
Section 096513	Resilient Base and Accessories	October 16, 2024
Section 096723	Resinous Flooring – Urethane	October 16, 2024
Section 099100	Painting	October 16, 2024
DIVISION 10	SPECIALTIES	October 16, 2024
Section 101423	Panel Signage	October 16, 2024
Section 102800	Toilet Bath and Accessories	October 16, 2024
Section 104413	Fire Protection Cabinets	October 16, 2024
Section 104416	Fire Extinguishers	October 16, 2024
Section 224233	Wash Fountains	October 16, 2024
DIVISION 32	EXTERIOR IMPROVEMENTS	October 16, 2024
Section 323300	Hardscape Site Furnishing	October 16, 2024
Section 328400	Irrigation	October 16, 2024
Section 329300	Plants Soils and Sod	October 16, 2024
DIVISION 33	UTILITIES	October 16, 2024

Section 330525

Location of Existing Utilities

October 16, 2024

.5 Addenda, if any:

Number	Date
Addendum 1	October 17, 2024
Addendum 2	October 28, 2024
Addendum 3	November 1, 2024
Addendum 4	November 12, 2024
Addendum 5	November 18, 2024
Addendum 6	November 19, 2024
Addendum 7	December 11, 2024.
Addendum 8	January 14, 2025
Addendum 9	January 24, 2025
Addendum 10	February 05, 2025

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Harris Contracting Services, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Brian Harris, President

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

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

Sworn to and subscribed for me this 25 day of February, 2025.

NOTARY PUBLIC

My Commission Expires: 4/7/27



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02/08/2025

Emma,

We acknowledge receipt of Addendum 10, which included the DBE forms that were not initially provided. We have reviewed, completed, and submitted the required forms as part of our bid submission.

Please confirm receipt at your earliest convenience. Let us know if any further information is needed.

Thank you for your time and consideration.

**Best regards,
Brian Harris
Owner**



CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967

205 Government Street, 5th Floor

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

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

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

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

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

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

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



CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Section I. Information about your company
FORM 1: Background and Plan

Company	<i>HARRIS Contracting Services</i>
Address	5413 Lott Rd Eight Mile, AL 36613
Telephone	251-377-3132
E-Mail	brian@harriscontractingservices.com

RFP/RFQ Solicitation Number	
Project Description	Mims Park Restroom / Concession
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ☒ Female ☐ Minority ☒ Non-minority ☒ SDVO ☒
Total # of Employees	25

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Brian Harris
Signature: *Brian Harris* Date: 02/05/25
Title: President

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

Name: *Brian Harris* Title: President
Email: brian@harriscontractingservices.com Phone: 251-377-3132
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Harris Contracting Services Your Bid/Proposal Amount \$ 1030,000.00 Date: 02/05/2025

/ / / Description Mims Park Restroom / Concession

Name of Bidder/Proposer: Harris Contracting Services

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

[illegible]



CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Harris Contracting Services

Contact Person: Brian Harris Phone 251-377-3132 Email brian@harriscontractingservices.com

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

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



CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 5413 Lott Rd., Eight Mile, AL 36613, hereinafter called the Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Million One Hundred Thirty Seven Thousand and 00/100 Dollars (\$1,137,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Mims Park - Athletic Restroom/Concession (PR-048-24b) 5400 Grishilde Drive Mobile, AL 36693, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL

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

By: _____

(Signature)

Name and Title: BRIAN HARRIS President**SURETY**

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
& AL Resident Agent

Resident Agent: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident AgentCompany Name: CAC AgencyAddress: 115 Office Park Dr.Birmingham, AL 35223Phone and Fax: 205-874-1315

Owner's Representative: Carleen Stout

REAM Dept Director

PO Box 1827

Mobile, AL 36633

251-208-7454

Performance Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

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

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024.



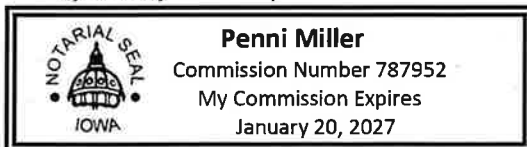
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

Penni Miller
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Harris Contracting Services, Inc., 5413 Lott Rd., Eight Mile, AL 36613, as Principal, and Merchants National Bonding, Inc., P.O. BOX 14498, DES MOINES, IA 50306 - 3498, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Million One Hundred Thirty Seven Thousand and 00/100 Dollars (\$1,137,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Mims Park - Athletic Restroom/Concession (PR-048-24b) 5400 Grishilde Drive Mobile, AL 36693, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL

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

By: _____

(Signature)

Name and Title: BRIAN HARRIS President**SURETY**

Company: Merchants National Bonding, Inc.
(Corporate Seal)

By: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident Agent

Resident Agent: _____

(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact & AL Resident AgentCompany Name: CAC AgencyAddress: 115 Office Park Dr.Birmingham, AL 35223Phone and Fax: 205-874-1315

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

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

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 3rd day of February, 2024



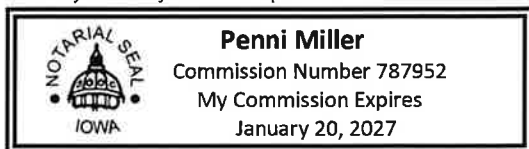
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 3rd day of February, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this _____ day of _____



William Warner Jr.
Secretary



Company ID Number: 896028

Approved by:

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



Company ID Number: 896028

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Harris Contracting Services, Inc.
Company Facility Address	117 Norton ave Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	236
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2025

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

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

PRODUCER Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	CONTACT NAME: Tracy Granade PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com
INSURED Harris Contracting Services, Inc. 5413 Lott Rd. Eight Mile ,AL 36613	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company INSURER B: Progressive Specialty Insurance INSURER C: StarStone National Insurance Company INSURER D: Sheffield Fund / Evanston Insurance Company INSURER E: American Zurich 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	☒ ☒	AES125462900	09-20-2024	09-20-2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	☒ ☒	974152214	10-09-2024	10-09-2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	☒ ☒	79505P242ALI	09-20-2024	09-20-2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	600-2024-34095-00	01-01-2025	12-31-2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Builders Risk		ER78151000	02/24/2025	02/25/2025	\$1,137,000

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

Project name: Mims Park- Athletic Restroom/ Concession Project Number: PR-048-24B

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

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
Architectoral Engineering Department
P.O. Box 1827
Mobile, AL. 36633-1827

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

AUTHORIZED REPRESENTATIVE

Tracy Granade

<TG>

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BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

☒ **New Policy** **ER78151000**
☐ **Renewal of**
☐ **Rewrite of**

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Harris Contracting Services, Inc & The City of Mobile
5413 Lott Rd
Eight Mile, AL 36613

2. Producer Information:

A Name: US ASSURE INSURANCE SERVICES OF FLORIDA, INC.
P.O. BOX 10197
JACKSONVILLE, FL 32247-0197
B Telephone #
C Fax #
D Zurich Producer # A0095296
E Field Office Name
F Field Office Code

3. Policy Period – From: 02/25/2025 **To:** 02/25/2026
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☒ Corporation ☐ Joint Venture ☐ Other

5. Limits of Insurance (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure	\$
B) All covered property at all locations	\$
C) Rate	Per Report
D) Premium	Per Report
E) Total Taxes and Surcharges	Per Report
(per attached endorsement – N/A in NY)	
F) Total Fully Earned Policy Premium	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**

☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

5400 Grishilde Drive
Mobile, AL 36693

New Construction

A) Any one building or structure	\$	1,137,000
B) All covered property at all locations	\$	1,137,000
(same as A unless otherwise noted)		

Remodeling

D) Renovations and improvements	\$	
E) Existing buildings or structures	\$	
F) Rate	\$	0.55
G) Premium	\$	6,254.00
H) Total Taxes and Surcharges	\$	0.00
(per attached endorsement)		

I) Total Fully Earned Policy Premium	\$	6,254.00
(minimum premium applicable)		

6. Deductible: ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ Date _____ By: _____ Authorized Representative



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Four Moons LLC PSA Amendment Contract 2-18-25 (002)
2. 4 moons amendment resolution

REVIEWERS:

Shakeena Cox
James Roberts
James Barber

AMENDMENT TO AGREEMENT BETWEEN CITY OF MOBILE AND FOUR MOONS, LLC



This Amendment made and entered into this _____ day of _____, 2025.

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

And: Four Moons, LLC (hereafter "Vendor")
8138 Cohn Street
New Orleans, Louisiana 70118

For the following matter: PSA with Four Moons, LLC

WHEREAS, City and Vendor entered into an Agreement dated September 20, 2022, with regard to OSD Compliance (hereafter "the Agreement") a copy of which is attached hereto; and

WHEREAS, Paragraph 3(b) of the Agreement provides that the said Agreement may be renewed for three (3) successive years each year at the option of the City. The City has renewed the Agreement for each of the option terms; and

WHEREAS, the City and Vendor desire and agree accordingly to amend the Agreement such that the Vendor, in its third option term shall expand the scope of work (called "System and Services" in the Agreement) to include that the Vendor shall create an application to facilitate compliance with employee interview requirements of the Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968.

NOW THEREFORE, the Parties agree as follows:

- 1.1 Paragraph 1(a) of the Agreement is amended herewith to include sub-section viii that the "Vendor shall create an application to facilitate compliance with the employee interview requirements of the Davis-Bacon Act and location based Section 3 hires of the Housing and Urban Development Act of 1968."
- 1.2 Paragraph 4 is amended herewith to include section (c) that the "Vendor shall provide the System and Services in paragraph 1(a)(viii) on an annual fixed fee basis. The annual fixed fee for the System and Services shall be Thirty Thousand Dollars and No/100 cents (\$30,000.00). This section operates collectively with section (a) of Paragraph 4, for a total contract amount of Seventy-Five Thousand Dollars and No/100 cents (\$75,000.00)

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

CITY OF MOBILE, A Municipal Corporation

BY _____
William S. Stimpson
Its Mayor

ATTEST:

BY _____
Its City Clerk

By _____

Its Authorized Agent

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that _____ whose name as AUTHORIZED AGENT of _____, 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.

Given under my hand this the _____ day of _____, 20__.

(SEAL)

Notary Public
State of Alabama At-Large
My Commission Expires: _____

RESOLUTION

Sponsored by: Mayor William S. Stimpson

WHEREAS, the City of Mobile through its Office of Supplier Diversity within the Neighborhood Development Department administers the City's Disadvantaged Business Enterprise programs; and,

WHEREAS, Four Moons, LLC. was previously selected to provide professional services to the Office of Supplier Diversity which would allow the City to track contract opportunity marketing and participation toward goals set by the City Council; and

WHEREAS, the City has identified additional Agreement related services that Four Moons, LLC. has the ability to provide, specifically Davis-Bacon federal wage tracking and Section 3 low to moderate income worker job coordination updates through the City's existing website; and

WHEREAS, the City and Four Moons, LLC. have mutually agreed to amend the existing Agreement for these additional related services by increasing the amount an additional \$30,000 for a total not to exceed \$75,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in executing the Amendment to the Agreement with Four Moons, LLC.

Adopted:

Lisa C. Lambert, City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

Cory Penn, Councilmember
Joel Daves, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve reimbursable agreement with Board of Water and Sewer Commissioners of the City of Mobile for relocation of utility facilities. 2/27 per Jessica W., Brenda Rhodes removed from workflow

Amount of Contract:

\$244,100.00

Funding Source

ATTACHMENTS:

1. 2018-3005-26 Dauphin Street from W of I 65 at Springhill Mem Hospital (MAWSS)
Reimbursable Agreement

REVIEWERS:

Jessica White
Nicholas Amberger
Randy Threadgill
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson and Council members Cory Penn, Joel Daves and Gina Gregory

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as 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: Board of Water and Sewer Commissioners of the City of Mobile

Project Name: Dauphin Street from West of I-65 at Springhill Memorial Hospital to Sage Ave
COM: 2018-3005-26

Estimated Cost: \$244,100.00

Adopted:

City Clerk

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY
WORK TO BE DONE BY STATE CONTRACTOR**

☐ Private Right-of-Way ☒ Public Right-of-Way	PROJECT NUMBER CITY NUMBER CITY	STPMB-7533(601) 2018-3005-26 Mobile, AL
--	---------------------------------------	---

THIS AGREEMENT is entered into by and between the **CITY** of Mobile acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Board of Water and Sewer Commissioners of the City of Mobile, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. STPMB-7533(601) and consisting approximately of the following: Access management and signal upgrades on Dauphin Street from west of I-65 at Springhill Memorial Hospital to Sage Avenue; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the **CITY'S** expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY**, not being staffed or equipped to perform the relocation, requests that the relocation work be included in the Alabama Department of Transportation's Highway Construction Contract. The relocation of the facilities will be accomplished in accordance with and as shown by the **UTILITY'S** reproducible mylar plans, specifications, and estimate transmitted herewith and made a part hereof by reference. The estimated cost of the "In-Kind" relocation is \$ 244,100.00.

- a. The actual cost of relocation will not be reimbursed to the **UTILITY** but will be paid directly to the **STATE'S** contractor by the **STATE** as a part of its contract. A detailed itemized cost estimate will be transmitted herewith and made a part hereof by reference.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation is \$ 244,100.00. The total estimated cost including betterment is \$ 244,100.00.
- c. If an adjustment for betterment is applicable, the **UTILITY** shall reimburse the **Alabama Department of Transportation** based on the percentage ratio of "in-kind" cost and "betterment" cost and being _____ percent of the total actual cost of relocation, as "in-kind" and the remaining _____ percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **UTILITY** reserves the right to recalculate the percentages at anytime.

2. The **UTILITY** will confirm to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. The **UTILITY** will be notified by the **CITY** Project Engineer, twenty-four (24) hours in advance of the commencement of the facility adjustment by the **STATE** Contractor. The **CITY** Project Engineer shall have final authority in all matters affecting the work of the **STATE'S** Contractor. In the event the **UTILITY** has an Inspector on the project, such Inspector will not issue any instructions to the **STATE'S** Contractor. All instructions to the **STATE'S** Contractor with regard to the work provided for under this agreement will be issued by the **CITY** Project Engineer, after consultation with the **UTILITY** Inspector or Representative if found necessary by the **CITY** Project Engineer.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. By signing this contract, the **CITY** and **UTILITY** 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.

7. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

8. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest shall be attached hereto and made a part of this Agreement.

9. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

10. In the event the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with **STATE** law in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

11. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

12. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

13. Paragraph 14 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

14. In the event any Federal Funds are utilized for this work, the following certification is made: The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

Board of Water and Sewer Commissioners of the City of Mobile

WITNESS:


 Russell Lomax

BY:

(Legal Name of Utility)

(Signature)

Billy J. McCrory, Jr.

(Type or Printed Name)

Director

(Type or Printed Title)

4725 Moffett Road

(Address)

Mobile, AL 36618

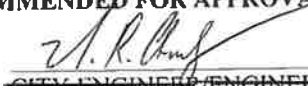
(Address)

251.694.3150

(Telephone)

RECOMMENDED FOR APPROVAL:

BY:


~~CITY ENGINEER/ENGINEER-OF-RECORD~~
 LPA ENGINEER, NICK AMBARGER

BY:

REGION ENGINEER

CITY OF Mobile

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



Mott MacDonald Alabama, LLC
107 Saint Francis Street Suite 2900
Mobile, Alabama 36602

Project Total **\$244,100.00**

Project No. **STPMB-7533(601)**

Owner: **CITY OF MOBILE**

Proj. Descr. **DAUPHIN STREET IMPROVEMENTS**

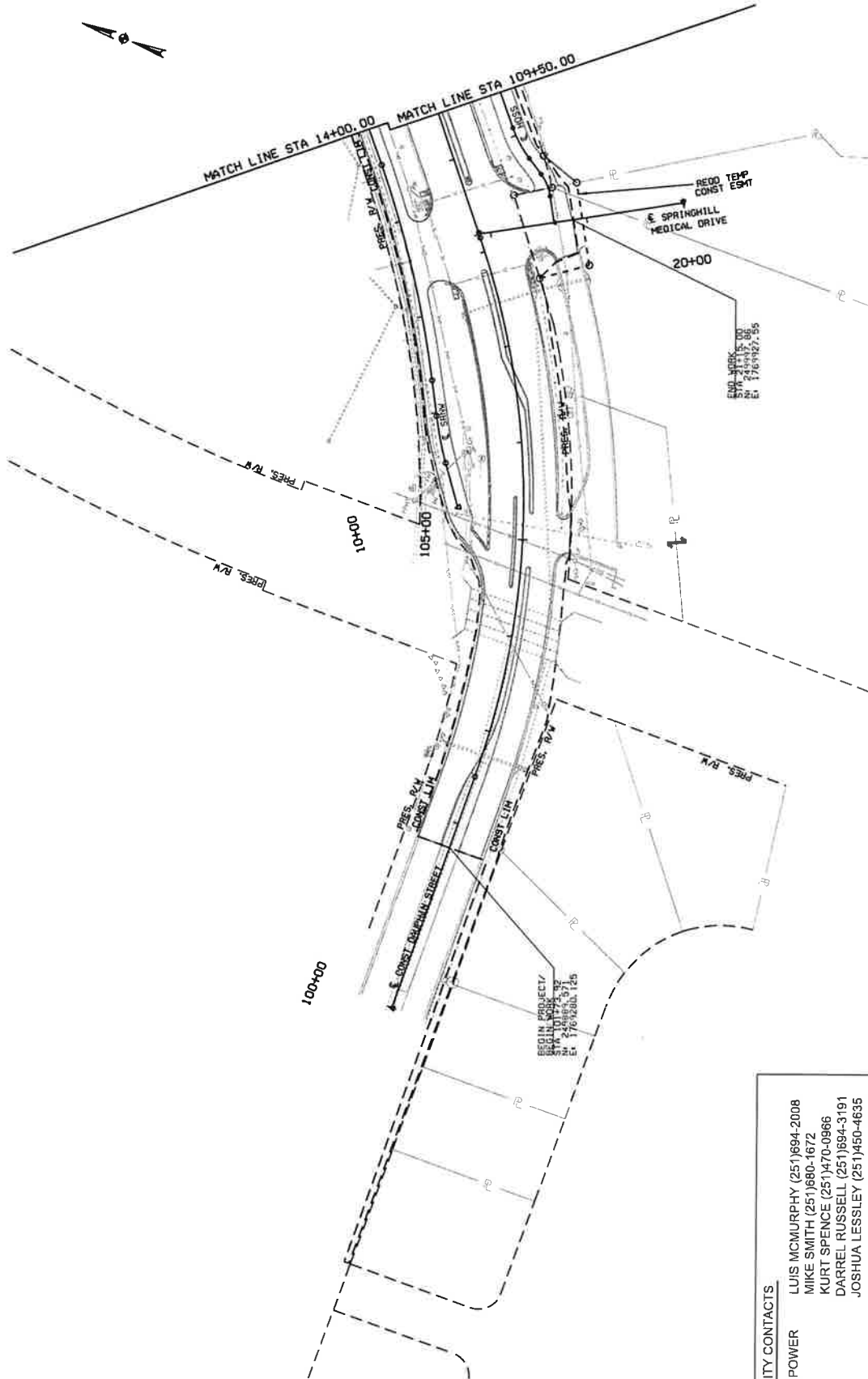
HMM Proj.: **502391185**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
206D-030	REMOVING UTILITY LINE	581	LINEAR FOOT	\$40.00	\$23,240.00
641A-748	8 INCH PVC WATER MAIN LAID	612	LINEAR FOOT	\$75.00	\$45,900.00
641C-500	DUCTILE IRON FITTINGS	633	POUND	\$20.00	\$12,660.00
641D-500	FIRE HYDRANT	7	EACH	\$10,000.00	\$70,000.00
641J-518	8 INCH GATE VALVE WITH BOX	1	EACH	\$4,000.00	\$4,000.00
641L-500	CONCRETE FOR WATER MAINS (THRUST BLOCKS)	5	CUBIC YARD	\$500.00	\$2,500.00
641M-514	8 INCH RETAINER GLAND	29	EACH	\$200.00	\$5,800.00
641T-512	8 INCH LINE STOP	2	EACH	\$12,000.00	\$24,000.00
641O-520	8 INCH X 8 INCH TAPPING VALVE AND SLEEVE	2	EACH	\$10,000.00	\$20,000.00
645K-500	MANHOLE FRAME AND COVER RESET	3	EACH	\$1,000.00	\$3,000.00
	TEAM INSERTION VALVE	2	EACH	\$16,500.00	\$33,000.00

Project Total: **\$244,100.00**

UTILITY PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601)	2025	120
2018-3005-26		



SHEET TITLE		ROUTE	
UTILITY PLAN SHEET		DAUPHIN ST	
SCALE (FEET)		HORIZ	
PLANS PREPARED BY:		PLAN SUBMITTAL	
MOTT MACDONALD		O/E REVIEW	
REVISIONS:		ALABAMA DEPARTMENT OF TRANSPORTATION	
UTILITY CONTACTS ALABAMA POWER AT&T COMCAST MAWSS SPIRE		REVISIONS: LUIS MCMURPHY (251)694-2008 MIKE SMITH (251)680-1672 KURT SPENCE (251)470-0966 DARREL RUSSELL (251)694-3191 JOSHUA LESSLEY (251)450-4635	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601) 2018-3005-26	2025	121



HORIZ SCALE (FEET)

100

PLANS PREPARED BY:
MOTT MACDONALD

PLAN SUBMITTAL	O/E REVIEW
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67	
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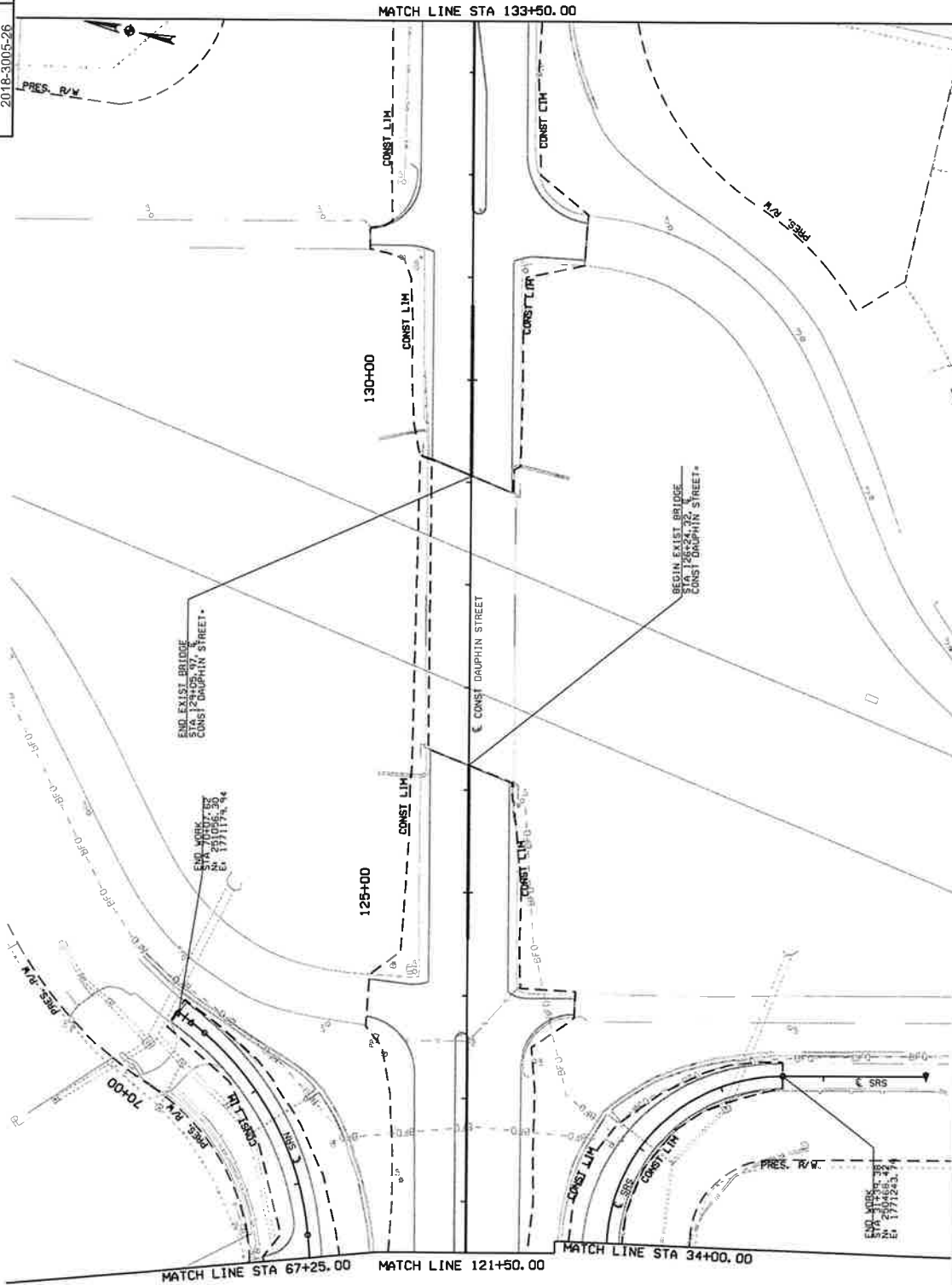
REVISIONS:



ALABAMA DEPARTMENT
OF TRANSPORTATION

UTILITY PLAN SHEET

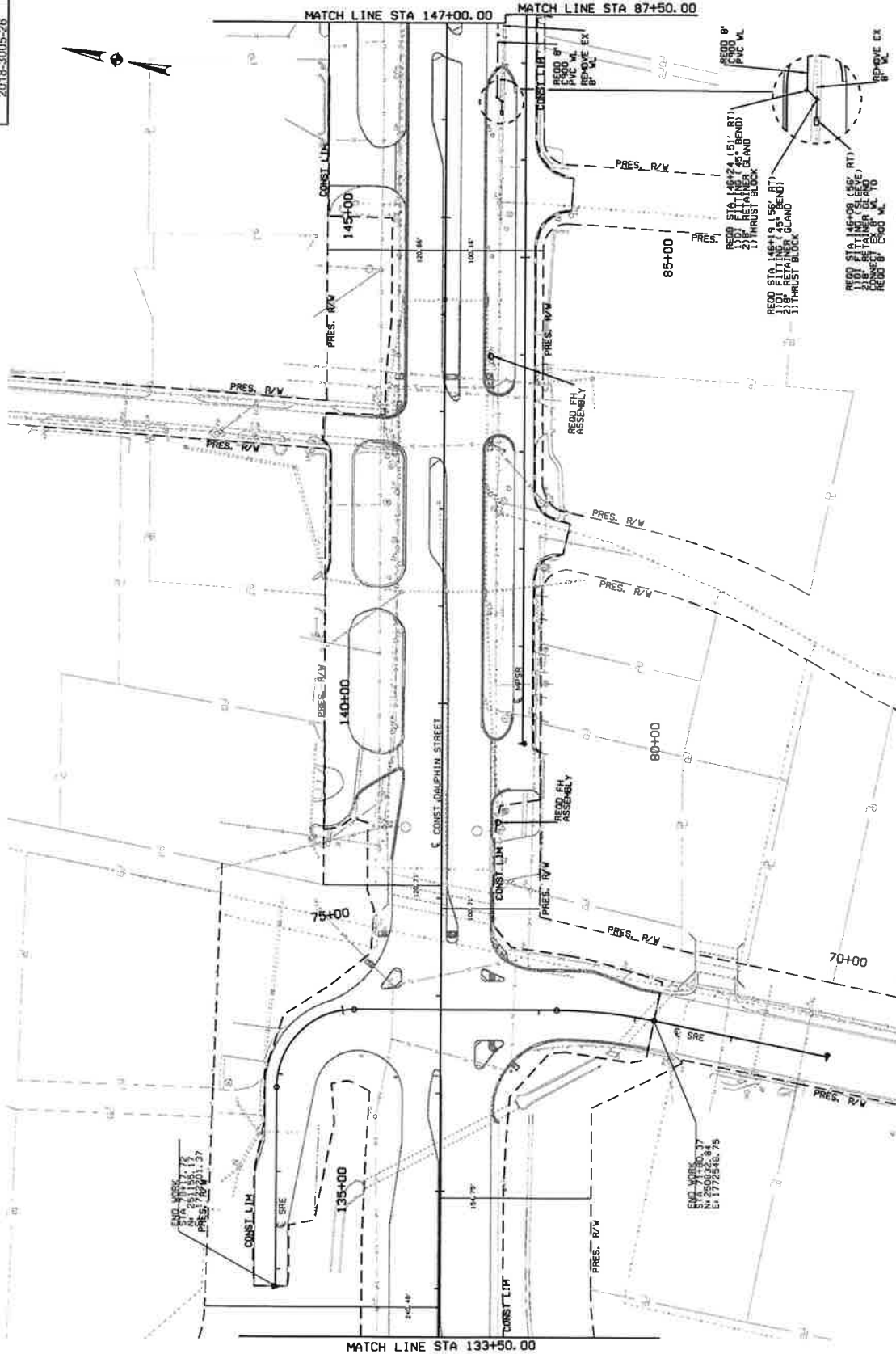
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601)	2025	122
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL	PLANS PREPARED BY:	SCALE (FEET)	SHEET TITLE	ROUTE
		DATE REVIEW	MOTT MACDONALD	HORIZ	UTILITY PLAN SHEET	DAUPHIN ST

UTILITY PLAN SHEET

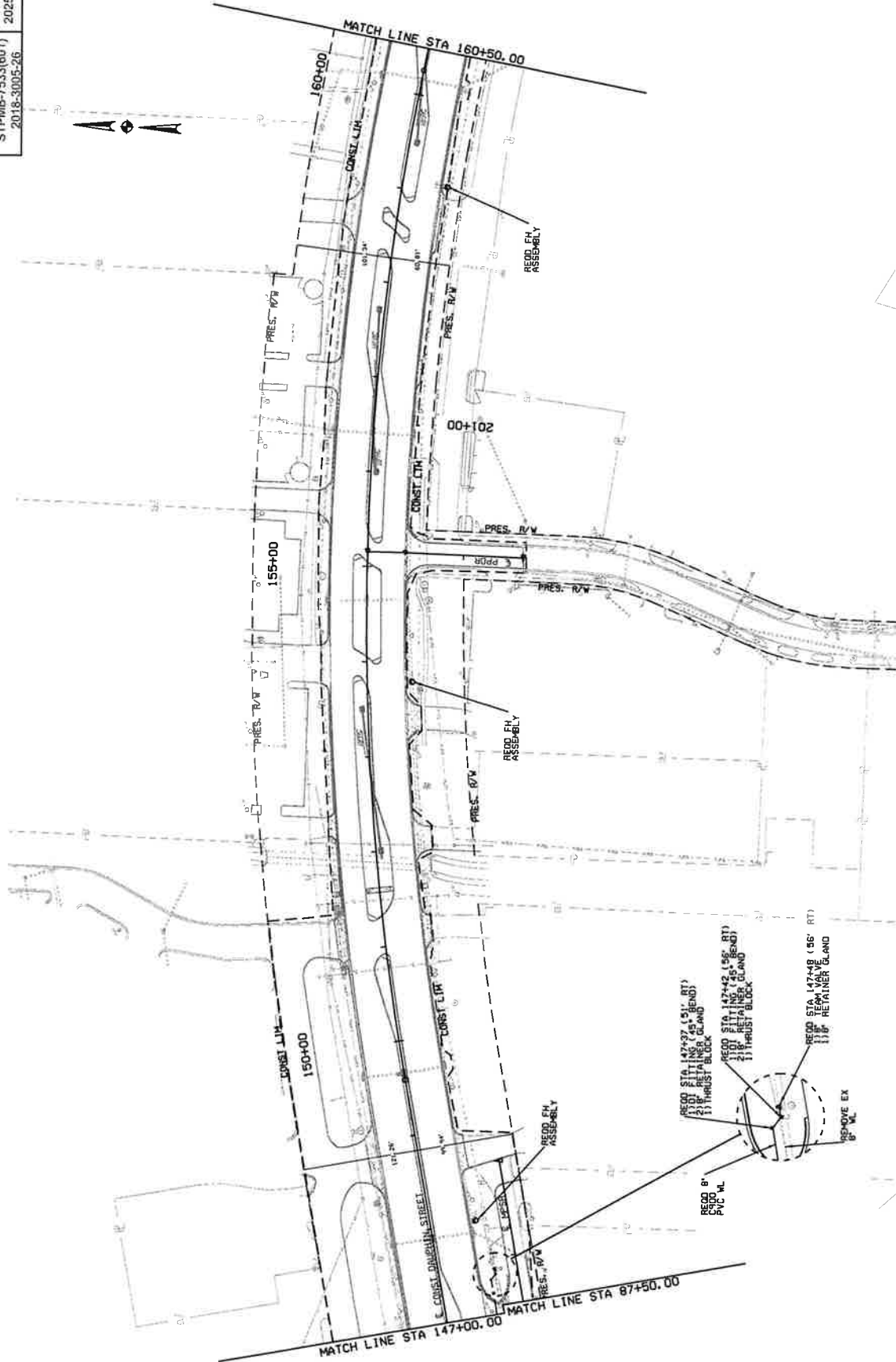
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601)	2025	123
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL		PLANS PREPARED BY: MOTT MACDONALD	501050  HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
		O/E REVIEW	UTILITY PLAN SHEET			DAUPHIN ST	

UTILITY PLAN SHEET

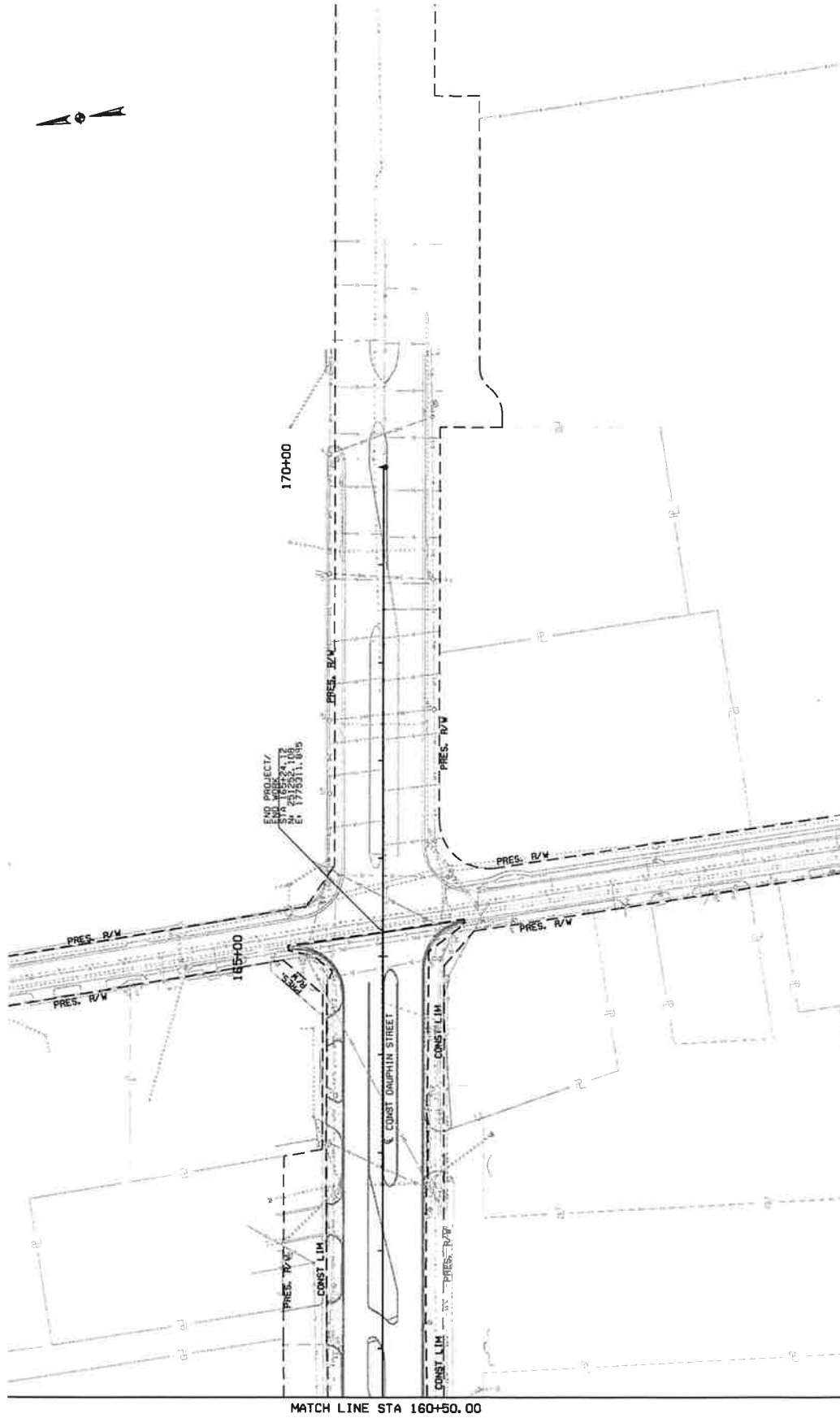
REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-753(601)	2025	124
2018-3005-26		



ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL O/E REVIEW	PLANS PREPARED BY: MOTT MACDONALD	SCALE (FEET) HORIZ	SHEET TITLE UTILITY PLAN SHEET	ROUTE DAUPHIN ST

UTILITY PLAN SHEET

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPMB-7533(601)	2025	125
2018-3005-26		

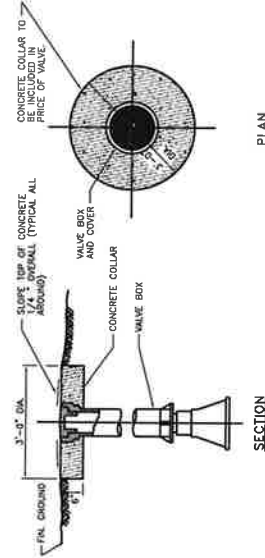


ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLAN SUBMITTAL	PLANS PREPARED BY:	SCALE (FEET)	SHEET TITLE	ROUTE
		O/E	MOTT MACDONALD	HORIZ	UTILITY PLAN SHEET	DAUPHIN ST
		REVIEW				

UTILITY PLAN DETAILS

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7533(601)	2025	126
2018-2005-26		

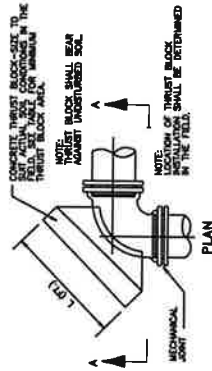
TYPICAL THRUST BLOCKS			
MINIMUM THRUST BLOCK AREA SQ. FT. L (FT.) X H (FT.)	90° BENDS	TEES, DEAD ENDS, OR 45° BENDS	22 1/2° BENDS
INSIDE DIA. PIPE LINE IN INCHES	6"	2.0	1.0
	8"	2.5	1.5
	10"	3.5	2.5
	12"	4.5	3.5
	14"	6.0	4.5
	16"	8.0	6.0
	18"	10.0	8.0
	20"	12.0	10.0
	22"	14.0	12.0
	24"	16.0	14.0
	26"	18.0	16.0
	28"	20.0	18.0
	30"	22.0	20.0



PLAN

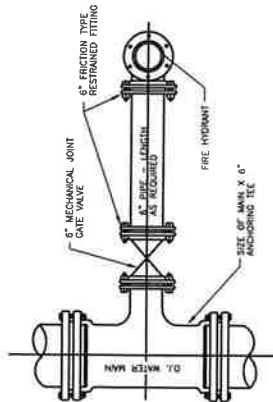
SECTION

VALVE BOX COLLAR DETAIL

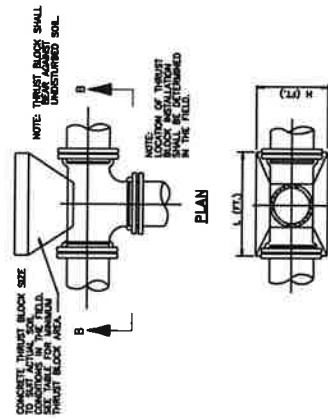


SECTION A-A

TYPICAL THRUST BLOCK DETAIL FOR BENDS

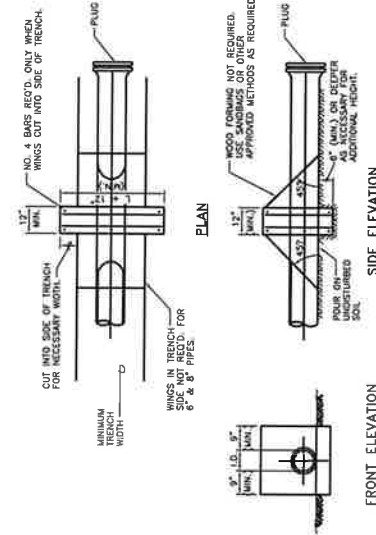


TYPICAL FIRE HYDRANT DRAIN PIT



SECTION B-B

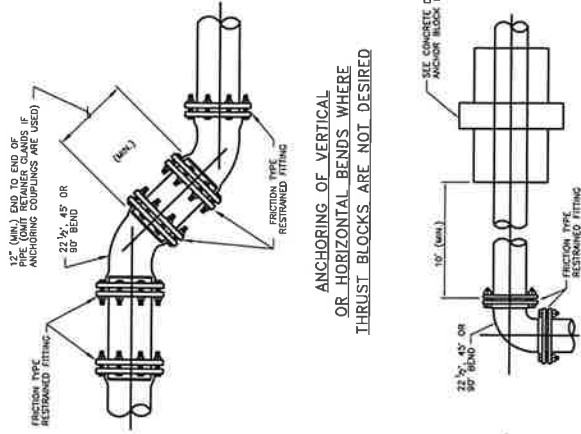
TYPICAL THRUST BLOCK DETAIL FOR TEES



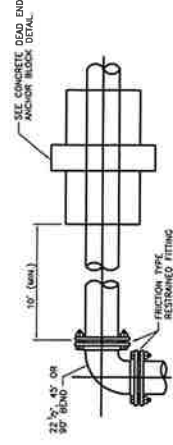
FRONT ELEVATION

SIDE ELEVATION

CONCRETE DEAD END ANCHOR BLOCK DETAILS



ANCHORING OF VERTICAL OR HORIZONTAL BENDS WHERE THRUST BLOCKS ARE NOT DESIRED



ANCHORAGE OF BENDS WHERE THRUST BLOCKS ARE NOT DESIRED - DEAD END ANCHORS

ALABAMA DEPARTMENT OF TRANSPORTATION	REVISIONS:	PLANS PREPARED BY: MOTT MACDONALD	NOT TO SCALE	SHEET TITLE UTILITY PLAN DETAILS	ROUTE DAUPHIN ST



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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 Coastal Alabama Community College for various 2024 and 2025 paramedic and EMS courses for firefighters for MFRD.

Amount of Contract:

\$25,331.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250305 Coastal Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Coastal Alabama Community College

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Coastal Alabama Community College for various 2024 and 2025 paramedic and EMS courses for firefighters for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,331.00

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: Professional service. Intergovernmental agreement.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20688</u>	2025	(1510) FIRE ADMINISTRATION	2024 SUMMER SEMESTER: PARAMEDIC-3 RD -SEMESTER COURSES FOR 6 FIREFIGHTERS, ADVANCED EMS COURSE FOR 1 FIREFIGHTER. 2024 FALL SEMESTER: ADVANCED EMS COURSES FOR 3 FIREFIGHTERS, PARAMEDIC-1 ST -SEMESTER COURSES FOR 1 FIREFIGHTER. 2025 SPRING SEMESTER: ADVANCED EMS COURSES FOR 3 FIREFIGHTERS, PARAMEDIC-1 ST -SEMSTER COURSES FOR 1 FIREFIGHTER, PARAMEDIC-2 ND -SEMESTER COURSES FOR 1 FIREFIGHTER. (PROFESSIONAL SERVICE, INTERGOVERNMENTAL AGREEMENT)	\$25,331.00	<u>(299096)</u> <u>COASTAL</u> <u>ALABAMA</u> <u>COMMUNITY</u> <u>COLLEGE</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE INVOICE S0193059 & S0221600 TRAINING PROGRAM	1.00 EACH	1660.00000	1660.00
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Additional Description Notes

SUMMER 2024 (TERM:202430)
 A01639262 PEACOCK, CHRISTOPHER
 CRN: 30232,30233,30234,30235
 SUBJECT: EMS
 COURSE: 253, 254, 255, 256
 SECTION: FH 1
 PER INVOICE: S0193059 & S0221600
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1660.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 Coastal Alabama Community College
 1900 Highway 31 South

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	2851 OLD SHELL ROAD MOBILE, AL 36607			

002	TRAINING PROGRAM	1.00 EACH	1660.00000	1660.00
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Additional Description Notes

SUMMER 2024 (TERM:202430)
 A02220816 HOLLOWAY, TIMOTHY C.
 CRN: 30232,30233,30234,30235
 SUBJECT: EMS
 COURSE: 253, 254, 255, 256
 SECTION: FH 1
 PER INVOICE: S0193059 & S0221600
 Vendor Item
 Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1660.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
003 TRAINING PROGRAM	1.00 EACH	1660.00000	1660.00

Additional Description Notes

SUMMER 2024 (TERM:202430)
 A02370373 REEVES, JAMES C.
 CRN: 30232,30233,30234,30235
 SUBJECT: EMS
 COURSE: 253, 254, 255, 256
 SECTION: FH 1
 PER INVOICE: S0193059 & S0221600
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1660.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
004 TRAINING PROGRAM	1.00 EACH	1624.00000	1624.00

Additional Description Notes

SUMMER 2024 (TERM:202430)
 A02581766 SPRAY, CAMERON
 CRN: 30224, 30225
 SUBJECT: EMS
 COURSE: 155, 156
 SECTION: FH 1
 PER INVOICE: S0193059 & S0221600
 Vendor Item
 Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1624.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005 TRAINING PROGRAM	1.00 EACH	1660.00000	1660.00
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Bill To	Requisition 00020688-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 5
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/25/25	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			

SUMMER 2024 (TERM:202430)
A02353641 RAIL, WILLIAM J.
CRN: 30232,30233,30234,30235
SUBJECT: EMS
COURSE: 253, 254, 255, 256
SECTION: FH 1
PER INVOICE: S0193059 & S0221600
Vendor Item
Inventory Item/Loc 10646

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1660.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

006	TRAINING PROGRAM	1.00	380.00000	380.00
		EACH		

Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	SUMMER 2024 (TERM:202430) A01433581 WITHERSPOON, KRYSTEN CRN: 30829 SUBJECT: EMS COURSE: 254 SECTION: BF 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			380.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

007 TRAINING PROGRAM	1.00 EACH	380.00000	380.00
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Additional Description Notes

 SUMMER 2024 (TERM:202430)
 A01406426 HAYMER, JAMES A.

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Bill To	Requisition 00020688-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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02/25/25	299096				FIRE ADMINISTRATION
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LN	Description / Account	Qty	Unit Price	Net Price
CRN: 30829				
SUBJECT: EMS				
COURSE: 254				
SECTION: BF 1				
PER INVOICE: S0193059 & S0221600				
Vendor Item				
Inventory Item/Loc 10646				
1	1000.30.15.1510.1522.1510.0000.0000.45060.			380.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

008 TRAINING PROGRAM	1.00	380.00000	380.00
	EACH		

Additional Description Notes

SUMMER 2024 (TERM:202430)
A01973245 CHANCERY, DAKOTA G.
CRN: 30829
SUBJECT: EMS

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor
Coastal Alabama Community College
1900 Highway 31 South

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

Bay Minette, AL 36507

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Tel#2515804912

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	COURSE: 254 SECTION: BF 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			380.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

009 TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
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Additional Description Notes

FALL 2024 (TERM: 202510)
A01664822 GANDY, CARSON L.
CRN: 10571, 10572
SUBJECT: EMS
COURSE: 155, 156
SECTION: FH 1

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	PER INVOICE: S0193059 & S0221600			
	Vendor Item			
	Inventory Item/Loc 10646			

1	1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
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Additional Description Notes

 FALL 2024 (TERM: 202510)
 A02570037 ROBBINS, CHAD
 CRN: 10583, 10584
 SUBJECT: EMS
 COURSE: 155, 156
 SECTION: BF 1
 PER INVOICE: S0193059 & S0221600
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 10646	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
011	TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
Additional Description Notes ----- FALL 2024 (TERM: 202510) A02324413 EINHAUSER, MARTIN CRN: 10583, 10584 SUBJECT: EMS COURSE: 155, 156 SECTION: BF 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
1 1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

012 TRAINING PROGRAM	1.00 EACH	1533.00000	1533.00
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Additional Description Notes

FALL 2024 (TERM: 202510)
A02369122 FOUST, TRENTON T.
CRN: 10573, 10574, 10575, 10576
SUBJECT: EMS
COURSE: 241, 240, 244, 257
SECTION: FH 1
PER INVOICE: S0193059 & S0221600
Vendor Item
Inventory Item/Loc 10646

1 1000.30.15.1510.1522.1510.0000.0000.45060.	1533.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013 TRAINING PROGRAM	1.00 EACH	1848.00000	1848.00
Additional Description Notes ----- SPRING 2025 (TERM: 202520) A02369122 FOUST, TRENTON T. CRN: 20574, 20575, 20576, 20577 SUBJECT: EMS COURSE: 245, 246, 247, 248 SECTION: FH 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			1848.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014 TRAINING PROGRAM	1.00 EACH	1533.00000	1533.00
Additional Description Notes			
----- SPRING 2025 (TERM: 202520) A02570037 ROBBINS, CHAD CRN: 20582, 20583, 20584, 20585 SUBJECT: EMS COURSE: 241, 240, 244, 257 SECTION: FH 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			1533.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015 TRAINING PROGRAM	1.00 EACH	2803.00000	2803.00
Additional Description Notes ----- SPRING 2025 (TERM: 202520) A02570040 CINCO, ANTHONY CRN: 20570, 20571 SUBJECT: EMS COURSE: 155, 156 SECTION: FH 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			2803.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016 TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
Additional Description Notes ----- SPRING 2025 (TERM: 202520) A02611289 MCBAY, NICHOLAS CRN: 20570, 20571 SUBJECT: EMS COURSE: 155, 156 SECTION: FH 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017 TRAINING PROGRAM	1.00 EACH	1642.00000	1642.00
Additional Description Notes			
----- SPRING 2025 (TERM: 202520) A02649084 SMITH, FERNANDO CRN: 20570, 20571 SUBJECT: EMS COURSE: 155, 156 SECTION: FH 1 PER INVOICE: S0193059 & S0221600 Vendor Item Inventory Item/Loc 10646			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			1642.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020688-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor Coastal Alabama Community College 1900 Highway 31 South Bay Minette, AL 36507 Tel#2515804912	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/25/25	299096				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 25331.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	25331.00	5673199.14
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Approved	02/28/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/28/25	SANDRA LEWIS	
Approved	02/28/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/28/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/28/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/28/25	ANNE FOLEY	Auto approved by: 910518227
Approved	02/28/25	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00020688-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 18
=====	=====

Vendor
Coastal Alabama Community College
1900 Highway 31 South

Bay Minette, AL 36507

Tel#2515804912

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/25/25	299096				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/28/25 LONELL HARRIS			
		Auto approved by: 910518227		

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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 Graybar Electric Co Inc for five 12ft aluminum street light poles for Village of Springhill for Traffic Engineering.

Amount of Contract:

\$22,755.35

Funding Source

General fund.

ATTACHMENTS:

1. 20250305 Graybar Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for five 12ft aluminum street light poles for Village of Springhill for Traffic Engineering.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,755.35

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>20553</u>	2025	(2060) TRAFFIC ENGINEERING	5 12FT ALUMINUM STREET LIGHT POLES FOR VILLAGE OF SPRINGHILL FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$22,755.35	<u>(075199)</u> <u>GRAYBAR</u> <u>ELECTRIC CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020553-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 1
--	--	--------

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/21/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 0248159133 AND OMNIA PARTNERS MASTER AGREEMENT EV2370 GP137-12-TNA34/GFCITOP-0/CP148/BH9D /A D7 ***Item Note:*** GP137-12-TNA34/GFCI-TOP-0/BT/CP148/ BH9D/AD70PC-CL/S20/G2LED65-T5-40K/B T Vendor Item	5.00 EACH	4551.07000	22755.35
-----	---	--------------	------------	----------

1	1000.40.20.3005.2060.3005.0000.0000.44020.			22755.35
---	--	--	--	----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANNA LOVE

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	22755.35
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020553-00 FY 2025 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved
--	--

Page 2

Vendor GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/21/25	075199				TRAFFIC ENGINEERING

Account ***** General Ledger Summary Section ***** Account 1000.40.20.3005.2060.3005.0000.0000.44020. TRAFFIC ENGINEERING EXP	Amount Remaining Budget Amount Remaining Budget 22755.35 893628.35 OPERATING SUPPLIES
---	---

***** Approval/Conversion Info *****			
Activity	Date	Clerk	Comment
Approved	02/28/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/28/25	SANDRA LEWIS	
Approved	02/28/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/28/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/28/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/28/25	ANNE FOLEY	Auto approved by: 910518227
Approved	02/28/25	JOHN PAINE	Auto approved by: 910518227

Authorized By: _____ Date: _____

Signature



Graybar

Electrical, Lighting, Data Communications and Security

OMNIA Partners works to connect members to collective buying power. Graybar's contracts provides agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This contract allows your organization to maximize savings on the products you need while reducing procurement time.



The Bronze Partnership Excellence Award is a testament to the commendable dedication of our valued suppliers. This esteemed medallion is presented to those who have demonstrated a steadfast commitment to our partnership.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Private Equity

Public Sector

-  K-12 Education
-  Higher Education
-  State & Local Government

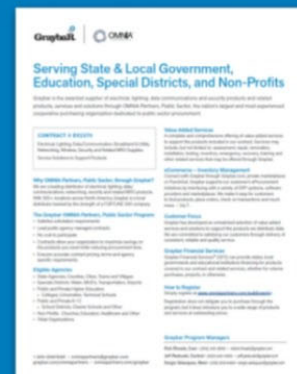
OMNIA Partners works to connect the public sector to collective buying power. Our Graybar cooperative contract provides public sector agencies with cost-saving solutions for any data/communication, networking, wireless, security, electrical and lighting needs. When organizations choose the Graybar cooperative contract through OMNIA Partners, they will receive savings and value that go beyond costs. This cooperative contract allows your organization to maximize savings on the products you need while reducing procurement time.

- **Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

City of Kansas City, MO | EV2370

[VIEW CONTRACT DOCUMENTATION](#)

[CONTACT US](#)



Graybar Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public 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.

Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions

City of Kansas City, MO

Contract Number: EV2370

Initial Term: February 1, 2018 through January 31, 2023

Renewal Options: Option to renew for three (3) additional two-year periods through January 31, 2029

RENEWED THROUGH January 31, 2029

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Master Agreement Documents

- [EV2370 Master Agreement Graybar](#)
- [New Jersey Disclosure](#)
- [Notice of Intent to Renew](#)
- [Contract Renewal](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)

Solicitation Process

- [EV2370 RFP](#)
- [EV2370 RFP Postings](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



[Privacy Policy](#) | [Terms of Use](#)

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



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

Rachel Laurie Riddle
Chief Examiner

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 11, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for fire bunker gear, boots, and helmets for MFRD.

Amount of Contract:

\$67,655.00

Funding Source

General fund and EMS expense.

ATTACHMENTS:

1. 20250306 Sunbelt Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for fire bunker gear, boots, and helmets
for MFRD.
General fund and EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$67,655.00

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: HGAC 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>20758</u>	2025	(1510) FIRE ADMINISTRATION	12 SETS OF FIRE BUNKER GEAR (COATS AND PANTS), 18 PAIRS OF LEATHER FIRE BOOTS, AND 25 FIRE HELMETS FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$67,655.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER QUOTE Q-33265 AND HGAC EE11-24 FIRE PROTECTION CLOTHING: GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold; per quote Q-33265 Vendor Item	12.00 EACH	2215.00000	26580.00
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1	1000.30.15.1510.1522.1510.0000.0000.44020.			26580.00
---	--	--	--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002	FIRE PROTECTION CLOTHING: GLFC364-J Pant System, PBI Max, Glide Ice PBI G2, Stedair Gold; per quote Q-33265	12.00 EACH	1660.00000	19920.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

LN	Description / Account Vendor Item	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.44020.			3420.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			16500.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003	GL1201420 Leather 14" Pull on Boot; per quote Q-33265 Vendor Item	18.00 EACH	585.00000	10530.00
1	6120.70.15.0000.0000.1510.0000.0000.44020.			10530.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 3
--	--	--------

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

004	HAT/HELMET SAFETY INC FIRE HELmet: MSA10247315 Stock Black 1836, Defender, Blk Nomex Earlaps, Carved Brass Eagle; per quote Q-33265 Vendor Item	25.00 EACH	425.00000	10625.00
-----	--	---------------	-----------	----------

1	6120.70.15.0000.0000.1510.0000.0000.44020.			10625.00
---	--	--	--	----------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

[Requisition Link](#)

Requisition Total

67655.00

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020758-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved
--	--

Page 4

Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

FAIRHOPE, AL 36532

MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Tel#251-928-9917
 Fax 251-928-9933

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/26/25	198904				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
	30000.00	5670455.96
FIRE SUPPRESSION DIV EXP OPERATING SUPPLIES		
6120.70.15.0000.0000.1510.0000.0000.44020.		
	37655.00	2303451.95
EMERGENCY MEDICAL SVCS EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	03/06/25	DONALD ROSE	Auto approved by: 910520704
Approved	03/06/25	SANDRA LEWIS	Auto approved by: 910520704
Approved	03/06/25	STEVEN KRONINGER	Auto approved by: 910520704
Approved	03/06/25	SAMANTHA COOLEY	
Approved	03/06/25	LONELL HARRIS	Auto approved by: 910520704
Approved	03/06/25	ANNE FOLEY	Auto approved by: 910520704
Approved	03/06/25	JOHN PAINE	Auto approved by: 910520704

Authorized By: _____ Date: _____
 Signature



Emergency Medical, Safety, and Rescue Equipment

Contract Information

Contract Number

EE11-24

Effective Dates

11/01/2024 - 10/31/2028

Contract Details

A. Emergency Medical Equipment: comprehensive range of emergency medical response equipment and supplies including all types of defibrillators, work/public access automatic external defibrillators (AEDs), chest compression systems, patient monitoring equipment and supplies, patient transport equipment and supplies, patient treatment equipment and supplies, medical kits and bags, and other miscellaneous emergency medical equipment and supplies.

B. Emergency Safety Equipment: comprehensive range of emergency safety equipment including electronic personnel accountability systems and equipment, EMS/Fire/Law Enforcement personal protective equipment (PPE), turnout gear including coats, gloves, helmets, pants, etc., decontamination products and equipment, miscellaneous personal safety equipment and supplies, and other miscellaneous emergency safety equipment and supplies.

C. Emergency Rescue Equipment: comprehensive range of emergency rescue equipment and tools including all types of spreaders, cutters, and combination units, all types of rescue saws, thermal imaging equipment, drone and unmanned aerial vehicle (UAV) equipment, rams, shoring/stabilizing equipment, hoses and related equipment, breathing air systems and equipment, self-contained breathing apparatus (SCBA), portable lights, portable blowers and fans, air lift rescue equipment, all types of water rescue equipment including ice rescue, swift water rescue and flood rescue equipment, flood response equipment and supplies, and other miscellaneous emergency rescue and response equipment and supplies.

Note: Use of this contract may require an additional competitive step. Click here for details (</about/how-to-make-purchases.aspx>)

View Contacts (</contracts/contact-information?contractid=1138>)

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[Return to Products & Services \(/products-and-services?contractid=1138\)](/products-and-services?contractid=1138)

All Products

Search Products				
Description	Code	Manufacturer	Price	Discount
3M ScottFire Safety Price List - Effective May 1, 2024 (/products-and-services/view-product?productid=38731)		3M Company		15%
Accessories, anchors, ascenders, carabiners, connectors, descenders, hardware, rigging, harness fall arrest equipment, working positioning equipment, suspension equipment, hauling & evacuation, headlamps, helmets, kits, lanyards, packs, pulleys, rope, knives. (/products-and-services/view-product?productid=38687)		Petzl		10%
Arctic Compressor 2024 - Breathing air compressor systems (\$175.00/HR Installation) (/products-and-services/view-product?productid=38694)		Arctic Compressors		2%
Adapters, etc. - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36341)		Kochek		25%
Adapters, Valves, Caps, Elbows, Flow Meters, Eductors, & Gated Wyes (/products-and-services/view-product?productid=36499)		Task Force Tips (TFT)		25%
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36512)		Task Force Tips (TFT)		Varied by product line/catalog
Adapters, Valves, Caps, Elbows, Hose Equipment, SCBA Bracket / Straps, & Wrenches (/products-and-services/view-product?productid=36497)		South Park Brass		5%

AED devices, accessories, and training products (/products-and-services/view-product?productid=36395)	Cubix Safety, Stryker, HeartSine, ZOLL Medical, Cardiac Science, Defibtech, Philips, SafetyMed	Varied by product line/catalog
AED Unit Semi-Automatic AED Plus Electrode Pads Contact (/products-and-services/view-product?productid=36280)	Zoll Medical	10%
AED, CPR, BBP training (/products-and-services/view-product?productid=36398)	SafetyMed	10%
Air Compressor (/products-and-services/view-product?productid=36444)	Arctic Compressor	5%
Air Hammers (/products-and-services/view-product?productid=36439)	Ajax Rescue Tools	5%
All Hose - MES-Kochek 2024 List Price List (/products-and-services/view-product?productid=36340)	Kochek	24%
All lighting Products (/products-and-services/view-product?productid=36508)	Whelen	5%
Anchor devices, Apparel, bags, packs, belts, carabiners, cord, edge protection, gloves, hardware, harnesses, helmets, kits, manuals & guides, miscellaneous, patient care & transport, personal gear, pulleys, rope, bags, straps & lanyards, tripods, water rescue, webbing, winches. (/products-and-services/view-product?productid=38681)	CMC	10%
Ascenders, Escape Kits, Confined Space Rescue & Rescue Equipment (/products-and-services/view-product?productid=36486)	Rescue Tech	5%
Assorted emergency response clothing, footwear, and equipment (/products-and-services/view-product?productid=36397)	Ironwear	25%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36366)	5.11	16%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36367)	Armor Express	20%

Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36368)	Black Diamond	18%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36369)	Fechheimer	4%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36370)	Firecraft	3%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36374)	Shelby	10%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36375)	Weinbrenner/Thorogood	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36371)	HAIX	15%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36373)	Lion	10+%
Assorted emergency response clothing, gear, and uniforms (/products-and-services/view-product?productid=36372)	Kappler	3%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36388)	Pelican	14%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36389)	Rescue 42	4%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36384)	Enforcer	5%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36390)	SEEK	2%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36392)	Streamlight	24%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36380)	Elkhart Brass	31%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36391)	Shelby	10%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36393)	SuperVac	20%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36386)	Kochek	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36394)	Zico	6%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36376)	Akron Brass	31%

Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36377)	Ansul	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36378)	Arctic Compressors	1%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36379)	CET	11%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36381)	Euramco-Ramfan	12%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36382)	Fire Service Plus	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36383)	Fireade	5%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36385)	Key	28%
Assorted emergency response equipment including nozzles, pumps, fans, lighting, cases, foam, hoses, and thermal imaging (/products-and-services/view-product?productid=36387)	National Foam	3%
Auto Crib It (/products-and-services/view-product?productid=36483)	Power Hawk	5%

Bear Training Solutions MSRP 2024 (/products-and-services/view-product?productid=38695)	Bear Training Solutions	0%
Belts, Suspenders, Radio Holders (/products-and-services/view-product?productid=36409)	Boston Leather	5%
Black Diamond 2024 MSRP (/products-and-services/view-product?productid=38696)	Black Diamond	10%
Blowers, Fans, Fire Blankets, Thermal Imagers, & Foam Equipment (/products-and-services/view-product?productid=36502)	Tempest	5%
Boots (/products-and-services/view-product?productid=36419)	HAIX	5%
Boots (/products-and-services/view-product?productid=36408)	Black Diamond	5%
Boots, Gloves, Helmets, & Eyewear (/products-and-services/view-product?productid=36411)	CMC	10.00%
Brackets, Bags, Tarps, & SCBA Storage (/products-and-services/view-product?productid=36511)	Ziamatic Corp	5%
Breathing Air Compressor and Fill Equipment (/products-and-services/view-product?productid=38672)	Eagle Air, Inc.	0%
Breathing Air Filtration Equipment (/products-and-services/view-product?productid=38678)	Air Systems	10%
Breathing Air System (/products-and-services/view-product?productid=36489)	SCBAS	5%
Brocco RANKIN 2024 MSRP (/products-and-services/view-product?productid=38697)	Broco Rankin	15%
Bullard Helmets 2024 MSRP Price List (/products-and-services/view-product?productid=38698)	Bullard Helmets	26%
Bullard Thermal Imager 2024 MSRP Price List (/products-and-services/view-product?productid=38699)	Bullard Imagers	7%

Certification, training, accessories, cameras, breach accessories, thermal monoculars, thermal cameras & accessories. (/products-and-services/view-product?productid=38682)	Flir Teledyne	10%
Chemical Suits, Hand & Arm Protection, Safety Vest/Coats (/products-and-services/view-product?productid=36422)	Lakeland	5%
Chisels, Kits, Accessories, Structural Collapse Equipment (/products-and-services/view-product?productid=38679)	Ajax Rescue Tools	10%
CMC Rescue Products (/products-and-services/view-product?productid=36285)	CMC Rescue	5%
Command Light Products (/products-and-services/view-product?productid=36312)	Command Light	10%
Complete RescueONE catalog of rescue boats and options (/products-and-services/view-product?productid=38673)	RescueONE	1%
Compressors, Fill Stations, Cylinders (/products-and-services/view-product?productid=36351)	MES-RevolveAir	0%
Confined space communication equipment & replacement parts (/products-and-services/view-product?productid=38689)	Rescom	10%
Connected Safety Systems for fixed facility & Mobile Lone Workers (/products-and-services/view-product?productid=38677)	Grace Industries	5%
Council Tools Products (/products-and-services/view-product?productid=36303)	Council Tools	15%
Couplings, Adapters, Valves, Nozzles & Fire Equipment (/products-and-services/view-product?productid=36485)	Red Head Brass	5%
Covert Armor Products (/products-and-services/view-product?productid=36294)	Covert Armor	40%
CrewBoss Products (/products-and-services/view-product?productid=36296)	CrewBoss	8%
Cribbing, Blocking, & Grain Bin Rescue (/products-and-services/view-product?productid=36505)	Turtle Plastics	5%

Curaplex Stop the Bleed Kit (/products-and-services/view-product?productid=36283)	North American Rescue	10%
Decon Products (/products-and-services/view-product?productid=36432)	SC Products	5%
Decon Shower & Pools (/products-and-services/view-product?productid=36421)	Husky Portable Containment	15%
Decontamination (/products-and-services/view-product?productid=36252)	FSI	9%
Decontamination (/products-and-services/view-product?productid=36246)	Decon7 Systems	8%
Decontamination, misc. safety equipment, flood equipment (/products-and-services/view-product?productid=36266)	Spill Tech	7%
Delta Fire & Safety Products and Services (/products-and-services/view-product?productid=36284)	Delta Fire & Safety	0%
DQE MSRP Price List - 2024 (/products-and-services/view-product?productid=38700)	DQE Haz-Mat	2%
Dragon Fire Products (/products-and-services/view-product?productid=36297)	Dragon Fire	10%
Drones and unmanned aerial vehicles (/products-and-services/view-product?productid=36275)	Fotokite	8%
Elbows, Adapter, Fittings, & Valves (/products-and-services/view-product?productid=36504)	Trident Emergency Products	20%
Elbows, Adapters, fittings & Valves (/products-and-services/view-product?productid=36514)	Trident Emergency Products	20%
Emergency rescue & safety equipment (/products-and-services/view-product?productid=38692)	Yates	10%
Emergency rescue equipment (/products-and-services/view-product?productid=38691)	Team	10%
Emergency Safety Equipment, PPE, boots (/products-and-services/view-product?productid=36279)	Black Diamond Group, Inc.	5%

Equipment, Hose, & Couplings (/products-and-services/view-product?productid=36506)	U.S. Coupling	5%
Escape Bags, Hose Straps, & Ladder Boots (/products-and-services/view-product?productid=36438)	343 Fire	5%
Euramco Ramjet 2024 MSRP PL (/products-and-services/view-product?productid=38701)	Euramco Ramjet Fans	5%
Extinguishers (/products-and-services/view-product?productid=36447)	Buckeye Fire Equipment	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36270)	AMKUS Rescue Systems	5%
Extrication and rescue equipment (/products-and-services/view-product?productid=36271)	DeWalt	5%
Extrication Edraulic Tools: Cutters, Spreaders & Rams - Extrication Edraulic Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36332)	Hurst Jaws of Life	13%
Extrication High Pressure Tools: Cutters, Spreaders & Rams - Extrication High Pressure Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36333)	Hurst Jaws of Life	5%
Extrication Rescue Tools: Cutters, Spreaders & Rams (/products-and-services/view-product?productid=36326)	Genesis	9%
Fans (Battery, Gas & Electric), Smoke Ejectors & Saws (/products-and-services/view-product?productid=36359)	SuperVac	9%
Fans, Saws, etc. (/products-and-services/view-product?productid=36361)	Tempest	20%
FAST Rescue Solutions Price List 2024 (/products-and-services/view-product?productid=38702)	FAST Rescue Solutions	0%
Fire & Law Enforcement Body Armor (/products-and-services/view-product?productid=36327)	GH Armor	30%
Fire & Law Enforcement Body Armor Vests, Shields, etc. (/products-and-services/view-product?productid=36353)	PointBlank	38%

Fire Blankets (/products-and-services/view-product?productid=36278)	Bridgehill Fire Blankets	15%
Fire Department, EMS & Law Enforcement Uniforms - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36348)	MES	0%
Fire Helmets (/products-and-services/view-product?productid=36322)	Bullard	26%
Fire Helmets - MES-Honeywell Helmets 2024 List Price List (/products-and-services/view-product?productid=36331)	Honeywell-Morning Pride	26%
Fire Hooks Unlimited Products (/products-and-services/view-product?productid=36302)	Fire Hooks Unlimited	10%
Fire Hose (/products-and-services/view-product?productid=36346)	Matex	20%
Fire Hose (/products-and-services/view-product?productid=36495)	Snap Tite / Fire Quip Hose	5%
Fire Hose (/products-and-services/view-product?productid=36475)	North American Fire Hose	5%
Fire Hose (/products-and-services/view-product?productid=36468)	Key Fire Hose	40%
Fire Hose & Couplings (/products-and-services/view-product?productid=36449)	BullDog Hose	5%
Fire Tools (/products-and-services/view-product?productid=36471)	Leatherhead Tools	5%
Fire Tools, Hydra Ram, & Rescue Tools (/products-and-services/view-product?productid=36457)	Fire Hooks Unlimited	5%
Fire, EMS, and Black Eagle Line Footwear (/products-and-services/view-product?productid=36308)	HAIX North America Inc.	20%
FireCraft Gloves 2024 MSRP (/products-and-services/view-product?productid=38703)	Firecraft PPE & Gloves	12%
Firecraft Sensit Gas Instruments MSRP 2024 (/products-and-services/view-product?productid=38704)	FireCraft Sensit Instruments	5%

Firefighter Accountability Systems (/products-and-services/view-product?productid=38674)	Grace Industries	10%
First Aid & Medical Equipment (/products-and-services/view-product?productid=36402)	Line2 Design	5%
Firstlook 360 Rescue Cameras 2024 MSRP (/products-and-services/view-product?productid=38706)	FirstLook 360 Rescue Cameras	1%
Fixed mount thermal cameras, handheld cameras, joystick and cable accessories. (/products-and-services/view-product?productid=38683)	Flir Marine	10%
Flashlights, Scenelights & etc. (/products-and-services/view-product?productid=36358)	Streamlight	25%
FLIR Imagers, & Rescue Saws (/products-and-services/view-product?productid=36500)	Team Equipment	8%
FLIR Products (/products-and-services/view-product?productid=36290)	Flir	5%
Foam (/products-and-services/view-product?productid=36478)	Perimeter Solutions	5%
Foam (/products-and-services/view-product?productid=36450)	Chemguard	5%
Foam (/products-and-services/view-product?productid=36440)	ADH Fire Equipment Services Inc	10%
Foam (/products-and-services/view-product?productid=36459)	FireBull Enforcer	5%
Foam (/products-and-services/view-product?productid=36474)	National Foam	5%
FOL-DA-TANK - EVAC MSRP 2024 (/products-and-services/view-product?productid=38707)	Fold-A-Tank	20%
Folding Frame Tanks, Bladder Tanks, & Containment Tanks (/products-and-services/view-product?productid=36467)	Husky Portable Containment	5%
Footwear, Hoods & Suspenders - MES-Honeywell Footwear, Hoods & Suspenders 2024 List Price List (/products-and-services/view-product?productid=36330)	Honeywell-Morning Pride	26%

Forceable Entry Tools: Axes, Sledge, etc. - MES-Leatherhead Tools List Price List (/products-and-services/view-product?productid=36342)	Leatherhead Tools	25%
Forceable Entry Tools: Axes, Pike Poles, Roof Hooks, etc. (/products-and-services/view-product?productid=36325)	Firehooks Unlimited	5%
Forcible entry tool, pakhammer , rescue support systems, rescue air cushions, vehicle stabilization kits, multiforce air lifting bags, maxiforce airlifting bags. (/products-and-services/view-product?productid=38686)	Paratech	7%
Full range Fire-Dex equipment price list (/products-and-services/view-product?productid=36324)	Fire-Dex	45%
Full range of emergency safety equipment, including turnout gear, EMS, USAR, Wildland, gloves, hoods, helmets, and boots (/products-and-services/view-product?productid=36305)	Fire-Dex	45%
Gas Detectors (/products-and-services/view-product?productid=36493)	Sensit / FireCraft	0%
Gate Valve, Hydrant Valves, & Intake Valves (/products-and-services/view-product?productid=36465)	Harrington	5%
Genesis Rescue Products (/products-and-services/view-product?productid=36310)	Genesis Rescue Systems	5%
GfG Instruments 2024. (/products-and-services/view-product?productid=38708)	GfG Instruments	2%
Glass Removal Tool (/products-and-services/view-product?productid=36462)	Fox Manufacturing / Glas Master	5%
Gloves (/products-and-services/view-product?productid=36433)	Sensit / FireCraft	5%
Gloves (/products-and-services/view-product?productid=36434)	Shelby	5%
Gloves (/products-and-services/view-product?productid=36253)	Guardian Gloves	12%
Gloves (/products-and-services/view-product?productid=36258)	MCR Safety	7%

Gloves (/products-and-services/view-product?productid=36413)	Dragon Fire	5%
Gloves (/products-and-services/view-product?productid=36437)	Vanguard	5%
Gloves, Helmets, Hearing Protection, Eyewear, & Body Protection (/products-and-services/view-product?productid=36420)	HexArmor	5%
Gloves, Safety Vest, Safety Glasses, & Hard Hats (/products-and-services/view-product?productid=36414)	Ergodyne	5%
Grain Bin Rescue (/products-and-services/view-product?productid=36463)	Great Wall of Rescue / Dunrite	5%
Gross Decon (/products-and-services/view-product?productid=36435)	Task Force Tips (TFT)	25%
Groves - Ready Rack 2024 MSRP Price List (/products-and-services/view-product?productid=38709)	Groves/Ready-Rack	9%
Hand Tools (/products-and-services/view-product?productid=36476)	Nupla	5%
Harness/Personal Safety Belt (/products-and-services/view-product?productid=36425)	Pac Mule Belts / JL2 Inc	5%
Harnesses, & Ladder/Escape Belts (/products-and-services/view-product?productid=36417)	Gemtor	15%
Harnesses, Escape Belts, & Personal Search Lines (/products-and-services/view-product?productid=36431)	Rit Safety	5%
Harrington Inc 2024 MSRP (/products-and-services/view-product?productid=38710)	Harrington Valves	40%
Helmets (/products-and-services/view-product?productid=36427)	Phenix	5%
Helmets (/products-and-services/view-product?productid=36272)	Bullard Helmets	17%
Helmets (/products-and-services/view-product?productid=36412)	Draeger	10%
Helmets (/products-and-services/view-product?productid=36410)	Bullard	10%

Helmets, Safety Vest, & Boots (/products-and-services/view-product?productid=36426)	Peco Sales / Forestry Supplier	5%
HexArmor Gloves 2024 MSRP (/products-and-services/view-product?productid=38711)	HexArmor Gloves	18%
HexArmor Products (/products-and-services/view-product?productid=36287)	HexArmor	10%
Holmatro Rescue and Extrication Equipment Price list (/products-and-services/view-product?productid=36317)	Holmatro	3%
Honeywell Products (/products-and-services/view-product?productid=36288)	Honeywell	25%
Hoods & Gloves (/products-and-services/view-product?productid=36424)	Majestic	5%
Hose Testers, Fire Extinguisher Cabinets, Pike Poles, & SCBA Brackets (/products-and-services/view-product?productid=36460)	Flamefighter	5%
Hurst Service Parts - MES-Hurst Parts 2024 List Price List (/products-and-services/view-product?productid=36339)	Hurst Jaws of Life	0%
Hurst/Vetter Hazmat Products - MES-Hurst-Vetter Hazmat Products 2024 List Price List (/products-and-services/view-product?productid=36337)	Hurst Jaws of Life	15%
Hurst/Vetter Rescue Products - MES-Hurst-Vetter Rescue Products 2024 List Price List (/products-and-services/view-product?productid=36336)	Hurst Jaws of Life	15%
Hurst/Vetter Tent & Shower Products - MES-Hurst-Vetter Tent & Shower Products 2024 List Price List (/products-and-services/view-product?productid=36338)	Hurst Jaws of Life	15%
IDEX - Akron Brass 2024 MSRP (/products-and-services/view-product?productid=38712)	I dex - Akron Brass	39%
IDEX Weldon 2024 MSRP (/products-and-services/view-product?productid=38713)	I dex - Weldon	25%
Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical (/products-and-services/view-product?productid=36396)	Ironwear, Cubix Safety, Stryker, Life Corporation, ZOLL Medical	Varied by product line/catalog

Jersey Tactical Company MSRP 2024 (/products-and-services/view-product?productid=38714)	Jersey Tactical Tools	0%
Kappler Products (/products-and-services/view-product?productid=36292)	Kappler	5%
Key Hose 2024 MSRP (/products-and-services/view-product?productid=38715)	Key Hose	40%
Kochek 2024 MSRP Pricing (/products-and-services/view-product?productid=38716)	Kochek Water Flow	38%
Ladders (/products-and-services/view-product?productid=36455)	Duo Safety Ladder	5%
Ladders (/products-and-services/view-product?productid=36442)	Alco-lite (Sam Carbis)	5%
Ladders (/products-and-services/view-product?productid=36472)	Little Giant	10%
Lakeland FIRE MSRP Price List 02.01.2024 (/products-and-services/view-product?productid=38717)	Lakeland Fire PPE	20%
Lakeland Fire Products (/products-and-services/view-product?productid=36289)	Lakeland	15%
Landing Zone Lights & Road Flare (/products-and-services/view-product?productid=36479)	Pi Lit	5%
Leatherhead Tools Products (/products-and-services/view-product?productid=36304)	Leatherhead Tools	10%
Lifting / Hoisting Equipment (/products-and-services/view-product?productid=36503)	Tractel	5%
Light Towers and all Hi-Viz lighting products (/products-and-services/view-product?productid=36458)	Firetech by HiViz LED Lighting	5%
Lightning X Gear Bags & Medical Equipment MSRP 2024 (/products-and-services/view-product?productid=38718)	Lightning X Gear & Medical	25%
Lightning X Products (/products-and-services/view-product?productid=36298)	Lightning X	15%
Lone Worker and Fall protection suspension trauma prevention (/products-and-services/view-product?productid=38675)	Grace Industries	10%

Majestic Hoods 2024 MSRP (/products-and-services/view-product?productid=38719)	Majestic Fire Apparel	15%
Medical Equipment (/products-and-services/view-product?productid=36399)	343 Fire	5%
Medical Equipment & Supplies (/products-and-services/view-product?productid=36404)	Matrix Henry Schein	5%
Medical gloves and ppe (/products-and-services/view-product?productid=36241)	Ansell	5%
Medical Supplies & Equipment (/products-and-services/view-product?productid=36405)	R&B Fabrications	5%
Medical Supplies & First Aid (/products-and-services/view-product?productid=36401)	Lightning X	5%
MES Certified 3M Scott Fire & Safety SCBA & Compressor Service (/products-and-services/view-product?productid=36350)	MES- SCBA & Compressor Service	0%
MES Certified Rescue Tool Hurst, Makita & Genesis Service (/products-and-services/view-product?productid=36349)	MES- Rescue Tool Service	0%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36245)	Dupont	27%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36257)	Kappler	9%
Misc. medical equipment, ppe, misc. safety equipment (/products-and-services/view-product?productid=36261)	Protective Industrial Products (PIP)	37%
Misc. personal safety equipment (/products-and-services/view-product?productid=36242)	Blackline	5%
Misc. personal safety equipment (/products-and-services/view-product?productid=36243)	Draeger	8%
Misc. safety equipment (/products-and-services/view-product?productid=36262)	RAE Systems - Portables	4%
Misc. safety equipment (/products-and-services/view-product?productid=36263)	RAE Systems - Wireless	4%
Misc. safety equipment (/products-and-services/view-product?productid=36264)	RKI Instruments	5%

Misc. safety equipment (/products-and-services/view-product?productid=36265)	Redwave	1%
Misc. safety equipment (/products-and-services/view-product?productid=36255)	HazSim	4%
Misc. safety equipment (/products-and-services/view-product?productid=36268)	TSI	8%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36248)	Edwards & Cromwell	7%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36249)	Environics	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36250)	FLIR - UGV/UAV/Surv	1%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36251)	FLIR - Detection/ Radiation	4%
Misc. safety equipment, misc. rescue equipment (/products-and-services/view-product?productid=36240)	All Safe Industries	3%
Misc. safety equipment, misc. rescue equipment, misc. medical equipment (/products-and-services/view-product?productid=36254)	Honeywell/ BW	5%
Mounting Equipment (/products-and-services/view-product?productid=38685)	PAC	10%
Mounting hardware, paratech accessory mounts, fluid container caddys, Poly-Trac, Poly-Rub Rails, Equipment mounting, MVA Bag Mount, Tilt-N-Deploy Equipment Mounts, Extinguisher Cabinets, Vertical Picket Mounts, Horizontal Picket Mounts, Poly-Snap Clips, Glove Boxes, Cabinets, Poly hook ups, Rescue tools & mounts, Extrication tools. (/products-and-services/view-product?productid=38688)	Poly-tech	10%
Mounting Systems (/products-and-services/view-product?productid=36492)	Sensible Products	10%

MSA safety products, PPE, and gas detection equipment (/products-and-services/view-product?productid=36364)	MSA	15%
Multi-Purpose Storage System & Hose winder (/products-and-services/view-product?productid=36464)	Groves Ready Rack	5%
Multiple product line catalogs including: NFPA compliant helmets, gloves, pants, coats, and coveralls. (/products-and-services/view-product?productid=36318)	Lakeland Industries, Inc.	Varied by product line
NAR Survival 52x84 Inch mylar 1.7oz. (/products-and-services/view-product?productid=36281)	North American Rescue	10%
National Foam 2024 MSRP Price List (/products-and-services/view-product?productid=38720)	National Foam	25%
Non-Sparking Tools (/products-and-services/view-product?productid=38680)	Ampco	10%
North Shore Compressors MSRP 2024 (\$175/HR installation) (/products-and-services/view-product?productid=38721)	North Shore Compressors	0%
Nozzles, & Hoses (/products-and-services/view-product?productid=36470)	Kuriyama Fire Hose	5%
Nozzles, Adapters, Plugs, Spanners, Elbows, & Caps (/products-and-services/view-product?productid=36469)	Kochek	20%
Nozzles, fittings (/products-and-services/view-product?productid=36323)	Elkhart Brass	41%
Nozzles, fittings (/products-and-services/view-product?productid=36320)	Akron	41%
Nozzles, Foam Products, Wildland Equipment, & Adapters (/products-and-services/view-product?productid=36451)	C&S Supply	20%
Nozzles, Monitors, & Valves (/products-and-services/view-product?productid=36456)	Elkhart	20%
Nozzles, Monitors, Valves, & Lighting (/products-and-services/view-product?productid=36441)	Akron	5%

Nozzles, Valves, (/products-and-services/view-product?productid=36445)	B&B Fire	20%
Nozzles, Wrenches, Adapters, & Backpacks (/products-and-services/view-product?productid=36491)	Scotty Firefighter	5%
Nozzles, Wyes, Gated Valves, & Shut Off Valves (/products-and-services/view-product?productid=36488)	S&H Products	5%
Paratech 2024 Price List - Metro Fire (/products-and-services/view-product?productid=38722)	Paratech Rescue USA	7%
Patient Handling & First Aid (/products-and-services/view-product?productid=36400)	Junkin Safety	15%
Patient transportation (/products-and-services/view-product?productid=36256)	Junkin Safety	9%
Patient treatment, medical kits and bags, misc. medical equipment (/products-and-services/view-product?productid=36244)	Disaster Management Systems (DMS)	12%
Perimeter Solutions Firefighting Foams - A & B 2024 MSRP (/products-and-services/view-product?productid=38723)	Perimeter Solutions Foams	10%
Petzl Products (/products-and-services/view-product?productid=36286)	Petzl	10%
Phenix Products (/products-and-services/view-product?productid=36293)	Phenix	12%
Plastix Plus products (/products-and-services/view-product?productid=36314)	Plastix Plus	10%
Plastix Plus rescue tool products (/products-and-services/view-product?productid=36315)	Plastix Plus	15%
Poly Tech Products (/products-and-services/view-product?productid=36313)	Poly-Tech America	15%
Portable blowers and fans (/products-and-services/view-product?productid=36247)	Euramco	22%
Portable Gas & Flame Detection (/products-and-services/view-product?productid=36501)	Teledyne/Detcon	5%
Portable Lights (/products-and-services/view-product?productid=36453)	Command Light	5%

Portable Lights (/products-and-services/view-product?productid=36496)	Streamlight	5%
Portable Tanks, & Strainers (/products-and-services/view-product?productid=36461)	Fol-Da-Tank	5%
Portable water tanks (/products-and-services/view-product?productid=36274)	Fold Da Tank	17%
Positive Pressure, Confined Space, & Smoke Ejector Fans (/products-and-services/view-product?productid=36498)	Super Vac	15%
PPE Waher / Dryer & Decon Products (/products-and-services/view-product?productid=36418)	Groves Ready Rack	5%
PPE, misc. safety equipment (/products-and-services/view-product?productid=36267)	Tingley	36%
Prusik cords, Ropes, accessories, bags, static & low stretch ropes, tech ropes, dynamic rope, water & float rope, hardware, sewn cordage, kits & systems, sewn webbing, webbing, (/products-and-services/view-product?productid=38690)	Sterling Rope	10%
Pumps, associated products (/products-and-services/view-product?productid=36507)	Waterax	5%
R&B Fabrication Products (/products-and-services/view-product?productid=36301)	R&B Fabrication	5%
Rescue blanket 52wx84l inch mylar/aluminum (/products-and-services/view-product?productid=36282)	Dynarex	10%
Rescue Equipment (/products-and-services/view-product?productid=36403)	PMI	5%
Rescue equipment, portable lights (/products-and-services/view-product?productid=36260)	Pelican	12%
Rescue Rope, Personal Flotation Device, & Water Rescue Equipment (/products-and-services/view-product?productid=36482)	PMI	5%
Rescue Tool Brackets (/products-and-services/view-product?productid=36363)	Zico	20%
Rescue Tool Brackets (/products-and-services/view-product?productid=36352)	Plastix Plus	0%

Rescue Tool Mounting Brackets (/products-and-services/view-product?productid=36481)	Poly Tech	5%
Rescue Tools (/products-and-services/view-product?productid=36466)	Holmatro	5%
Rescue Tools & Portable Lights (/products-and-services/view-product?productid=36473)	Makita	5%
Rescue Tools & PPV Fans (/products-and-services/view-product?productid=36443)	Amkus DeWalt	3%
Rescue Tools, Saws, etc. (/products-and-services/view-product?productid=36345)	Makita	1%
Rope Gloves, & Helmets (/products-and-services/view-product?productid=36428)	PMI	5%
Rope Rescue, Confined Space, Harnesses, & Lanyards (/products-and-services/view-product?productid=36509)	Yates	5%
Sabilization Systems (/products-and-services/view-product?productid=36356)	Res-Q-Jack	8%
SafeFleet Elkhart Brass 2024 (/products-and-services/view-product?productid=38724)	SafeFleet - Elkhart Brass	39%
Safety lighting and Firefighter PPE (/products-and-services/view-product?productid=38676)	Grace Industries	10%
Safety Vest (/products-and-services/view-product?productid=36423)	Line2 Design	5%
Safety Vest (/products-and-services/view-product?productid=36406)	343 Fire	10%
Safety Vest (/products-and-services/view-product?productid=36430)	R&B Fabrications	500%
Safety Vest, Eyewear, & Hearing Protection (/products-and-services/view-product?productid=36416)	Fireninja	10%
Safety Vest/Coats, Gloves, Eye/Ear Protection, Gloves, & Boots (/products-and-services/view-product?productid=36429)	Portwest	5%
SCBA Personal Breathing System (/products-and-services/view-product?productid=36490)	Scott 3M	5%

SCBA's & Gas Detection (/products-and-services/view-product?productid=36454)	Draeger	10%
SCBA, misc. safety equipment (/products-and-services/view-product?productid=36259)	MSA	7%
Scene Lighting, Light Towers, Tripods, etc (/products-and-services/view-product?productid=36360)	SuperVac-Command Light	1%
SEEK Products (/products-and-services/view-product?productid=36291)	SEEK	5%
Smoke Ejectors, Confined Space Fans, & PPV (/products-and-services/view-product?productid=36484)	RamFan	5%
Snap-Tite Hose 2024 List Price Sheet (/products-and-services/view-product?productid=38725)	Snap-Tite Hose	49%
Special Entry Tools: Breacher Irons - MES-Leatherhead - S.E.T. - Breacher Irons List Price List (/products-and-services/view-product?productid=36344)	Leatherhead Tools	25%
Special Entry Tools: Halligan Bars - MES-Leatherhead - S.E.T. -Halligan Bar No Pike List Price List (/products-and-services/view-product?productid=36343)	Leatherhead Tools	25%
Specialty Tools & Accessories - MES-Hurst Specialty Tools & Accessories 2024 List Price List (/products-and-services/view-product?productid=36334)	Hurst Jaws of Life	5%
Spreaders, cutters, and combination units (/products-and-services/view-product?productid=36276)	Genesis Rescue Systems	8%
Stihl Rescue Tools (/products-and-services/view-product?productid=36446)	Blue Mountain / Sthil Dealer	15%
Streamlight MSRP List - 2024 (/products-and-services/view-product?productid=38726)	Streamlight	26%
Streamlight Products (/products-and-services/view-product?productid=36300)	Streamlight	20%

StrongArm Tool - MES-Hurst StrongArm 2024 List Price List (/products-and-services/view-product?productid=36335)	Hurst Jaws of Life	5%
Super Vac Products (/products-and-services/view-product?productid=36311)	Supver Vac	25%
Super Vac Products 2024 (/products-and-services/view-product?productid=38727)	Super Vac	22%
Task-Force-Tips-Price-List_April-2024 (/products-and-services/view-product?productid=38728)	Task Force Tips	26%
Team Wendy Helmets (/products-and-services/view-product?productid=36407)	Accurate Law Enforcement	5%
Telecrib, Struts & Stabilizaiton Products - MES-Rescue 42 2024 List Price List (/products-and-services/view-product?productid=36355)	Rescue42	8%
Tempest-Leader MSRP 2024 (/products-and-services/view-product?productid=38729)	Tempest - Leader Fans	19%
The Ripper -Glass Cutter Tools - MES-Rescue42 The Ripper 2024 List Price List (/products-and-services/view-product?productid=36354)	Rescue42	8%
Thermal Imagers (/products-and-services/view-product?productid=36448)	Bullard	5%
Thermal Imagers (/products-and-services/view-product?productid=36273)	Bullard Thermal Imagers	11%
Thermal Imagers - FireProX & Attack Pro (/products-and-services/view-product?productid=36357)	Seek Thermal	10%
Tool Mounts (/products-and-services/view-product?productid=36494)	Siddons-Martin Poly Product	20%
Tool Mounts, Brackets, & Bottle Holders (/products-and-services/view-product?productid=36477)	Performance Advantage	5%
Tools (/products-and-services/view-product?productid=38684)	Husqvarna Construction	10%
Toxic Suppression Products (/products-and-services/view-product?productid=36295)	Toxic Suppression	5%

Turnout Gear - Morning Pride Tails and Morning Pride ProFit - MES-Honeywell Morning Pride Turnout Gear 2024 List Price List (/products-and-services/view-product?productid=36329)	Honeywell-Morning Pride	26%
Turnout Gear, Gloves & Hoods (/products-and-services/view-product?productid=36362)	Veridian	30%
Turnout Gear, Gloves, Boots, & Hoods (/products-and-services/view-product?productid=36415)	Fire Dex	42%
Turnout gear, hoods, gloves (/products-and-services/view-product?productid=36277)	INNOTEX TECH RESCUE	12%
TYCO FOAMS 2024 MSRP (/products-and-services/view-product?productid=38730)	TYCO Foams - Ansul/Chemguard	48%
Unipak Corp. Hospeco Catalog (/products-and-services/view-product?productid=36515)	Hospeco	21%
Valves, Manifolds, Adapters (/products-and-services/view-product?productid=36328)	Harrington	34%
Vanguard Products (/products-and-services/view-product?productid=36299)	Vanguard	10%
Variety of turnout jackets, pants, boots, and hoods (/products-and-services/view-product?productid=36307)	Globe Manufacturing Company LLC	25%
Various Products - MES-SuperVac 2024 List Price List (/products-and-services/view-product?productid=36347)	MES	0%
Vehicle Fire Blankets (/products-and-services/view-product?productid=36321)	Bridgehill	8%
Water Rescue, Rope Rescue, & Confined Space Rescue Equipment (/products-and-services/view-product?productid=36452)	CMC	10%
Wildland Gear & Equipment (/products-and-services/view-product?productid=36436)	True North	5%
Wildland Tools (/products-and-services/view-product?productid=36480)	Peco Sales / Forestry Supplier	5%
Windshield Cutter (/products-and-services/view-product?productid=36487)	Rhyno	5%

Wrenches, Tool Mounts, & Wheel Chocks (/products-and-services/view-product?productid=36510)	Zephyr Industries	5%
Zoll, Stryker, Phillips, and Defibtech products per submission - Respective 2024 Price Books (/products-and-services/view-product?productid=36239)	Zoll, Stryker, Phillips, Defibtech	Varies by manufacturer and type



Looking for something specific?

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Product Information

Product Description

Variety of turnout jackets, pants, boots, and hoods

Manufacturer

Globe Manufacturing Company LLC

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

25%

Keyword(s)

Emergency, medical, safety, rescue

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)[View This Contract](#)

Contact Information

H-GAC Mailing Address:

P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address

3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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Product Information

Product Description

MSA safety products, PPE, and gas detection equipment

Manufacturer

MSA

Contract

EE11-24 Emergency Medical, Safety, and Rescue Equipment

Discount

15%

Keyword(s)

Safety, PPE, emergency, gas detection

Product Code

Contract Category

Emergency Equipment & Supplies

[View Catalog](#)

Suppliers Offering This Product

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 800-642-8484 x 106
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

MSA Safety Incorporated

Scott McGuire
scott.mcguire@msasafety.com
Phone: 724-742-8028
Fax: 724-741-1558

Sunbelt Fire, Inc.

Patrick Hitpas Hitpas
phitpas@sunbeltfire.com
Phone: 251-850-6929
Fax:

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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 16, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

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 the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **January 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 H-GAC, 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 H-GAC, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, H-GAC's competitive bid process approval will subject to immediate revocation by the Department.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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 University of South Alabama for EMT certification course for 20 firefighters for MFRD.

Amount of Contract:

\$40,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250305 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for EMT certification course
for 20 firefighters for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$40,000.00

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: Professional service. Intergovernmental agreement.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20638</u>	2025	(1510) FIRE ADMINISTRATION	EMT CERTIFICATION COURSE FOR 20 FIREFIGHTERS (PROFESSIONAL SERVICE, INTERGOVERNMENTAL AGREEMENT)	\$40,000.00	<u>(281269)</u> <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
--	--

Page 1

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
001 TRAINING CLASS	1.00 EACH	2000.00000	2000.00

Additional Description Notes

 2025 COHORT 6 EMT CERTIFICATION COURSE
 Butler Calvin
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1518.1510.0000.0000.45060. 2000.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

002 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 2025 COHORT 6 EMT CERTIFICATION COURSE
 Carbone John-Steven

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN	Description / Account Vendor Item Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
003	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- 2025 COHORT 6 EMT CERTIFICATION COURSE Crabtree Wesley Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
004 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Davis Shamar			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- 2025 COHORT 6 EMT CERTIFICATION COURSE Dawe Jabe Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			
----- 2025 COHORT 6 EMT CERTIFICATION COURSE Finch-Tucker Daimontaye Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Gulley Kyjuan			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
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 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Holmes Lowell			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
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 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
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 2851 OLD SHELL ROAD

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 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Juan Pascual			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
010 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Kennedy Kendrick			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Loggins Edward			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Mack Claudell			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 12
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
013 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			
----- 2025 COHORT 6 EMT CERTIFICATION COURSE Merriweather Timothy Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 13
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Miller Carson			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Mosley Nathan			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 15
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
Reed Benjamin			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- 2025 COHORT 6 EMT CERTIFICATION COURSE Washington Draper Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
018 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
white Peyton			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 18
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
019 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
williams Keon			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 19
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
020 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes			

2025 COHORT 6 EMT CERTIFICATION COURSE			
williams Deonte			
Vendor Item			
Inventory Item/Loc 12252			
1 1000.30.15.1510.1518.1510.0000.0000.45060.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 20
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 40000.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1518.1510.0000.0000.45060.	40000.00	5673199.14
FIRE TRAINING DIV EXP		TRAINING

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

Activity	Date	Clerk	Comment
Rejected	02/20/25	SANDRA LEWIS	no description of classes and
Approved	02/28/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/28/25	SANDRA LEWIS	
Approved	02/28/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/28/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/28/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/28/25	ANNE FOLEY	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020453-00 FY 2025 Acct No: 1000.30.15.1510.1518.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/20/25	281269				FIRE ADMINISTRATION

LN Description / Account Approved 02/28/25 JOHN PAINE	Qty Unit Price Net Price Auto approved by: 910518227
--	---

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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 University of South Alabama for 2025, Spring Semester, Advanced EMT courses for 6 firefighters for MFRD.

Amount of Contract:

\$38,471.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250305 USA 2 Agenda Summary POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for 2025, Spring Semester,
Advanced EMT courses for 6 firefighters for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$38,471.00

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: Professional service. Intergovernmental agreement.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20639</u>	2025	(1510) FIRE ADMINISTRATION	2025 SPRING SEMESTER ADVANCED EMT COURSES FOR 6 FIREFIGHTERS FOR MFRD (PROFESSIONAL SERVICE, INTERGOVERNMENTAL AGREEMENT)	\$38,471.00	<u>(281269)</u> <u>UNIVERSITY OF</u> <u>SOUTH</u> <u>ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE INV 202520-15C AND CITY AGREEMENT	1.00	5932.00000	5932.00
TRAINING CLASS	EACH		

Additional Description Notes

TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00711335 Lattie, Jacob
 20-JAN-25 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5932.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 TRAINING CLASS	1.00 EACH	737.00000	737.00

Additional Description Notes

TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00711335 Lattie, Jacob
 20-JAN-25 Registration Fees
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060. 737.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 TRAINING CLASS	1.00 EACH	1167.00000	1167.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C			
	202520 J00654182 Miller, Kevin			
	18-DEC-24 Registration Tuition			
	Vendor Item			
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			1167.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

004 TRAINING CLASS	1.00 EACH	312.00000	312.00
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Additional Description Notes

TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C
 202520 J00654182 Miller, Kevin
 19-DEC-24 Registration Tuition
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			312.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

005 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00654182 Miller, Kevin
 03-JAN-25 Registration Fees
 Vendor Item
 Inventory Item/Loc 12252

1	1000.30.15.1510.1522.1510.0000.0000.45060.		637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 5

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

006 TRAINING CLASS	1.00 EACH	4453.00000	4453.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00654182 Miller, Kevin
 03-JAN-25 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	4453.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

007 TRAINING CLASS	1.00 EACH	637.00000	637.00
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Additional Description Notes

TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00683097 Patterson, Thomas
 14-JAN-25 Registration Fees
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	637.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	TRAINING CLASS	1.00 EACH	5932.00000	5932.00
	Additional Description Notes ----- TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C 202520 J00683097 Patterson, Thomas 14-JAN-25 Registration Tuition Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			5932.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
009 TRAINING CLASS	1.00 EACH	637.00000	637.00
Additional Description Notes ----- TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C 202520 J00460071 Robinson, Tedrick 18-DEC-24 Registration Fees Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			637.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

010 TRAINING CLASS	1.00 EACH	5932.00000	5932.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00460071 Robinson, Tedrick
 18-DEC-24 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	5932.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011 TRAINING CLASS	1.00 EACH	5932.00000	5932.00
Additional Description Notes ----- TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C 202520 J00675827 Smith, John 18-DEC-24 Registration Tuition Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			5932.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	TRAINING CLASS	1.00 EACH	637.00000	637.00
	Additional Description Notes ----- TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C 202520 J00675827 Smith, John 18-DEC-24 Registration Fees Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			637.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

013 TRAINING CLASS	1.00 EACH	656.00000	656.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00729885 Tharp, Davis
 18-DEC-24 Registration Fees
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	656.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 13

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

014 TRAINING CLASS	1.00 EACH	3598.00000	3598.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00729885 Tharp, Davis
 18-DEC-24 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	3598.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	TRAINING CLASS	1.00 EACH	761.00000	761.00
	Additional Description Notes			
	TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15C 202520 J00729885 Tharp, Davis 14-JAN-25 Registration Fees Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			761.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

016 TRAINING CLASS	1.00 EACH	511.00000	511.00
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Additional Description Notes

 TRAINING Advance EMT, SPRING SEMESTER 2025 January 13th - May 8th ; Per
 Invoice 202520-15C
 202520 J00729885 Tharp, Davis
 14-JAN-25 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	511.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020639-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 16
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total 38471.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	38471.00	5673199.14
FIRE SUPPRESSION DIV EXP TRAINING		

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

Activity	Date	Clerk	Comment
Approved	02/28/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/28/25	SANDRA LEWIS	
Approved	02/28/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/28/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/28/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/28/25	ANNE FOLEY	Auto approved by: 910518227
Approved	02/28/25	JOHN PAINE	Auto approved by: 910518227



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 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 University of South Alabama for 2025 Spring Semester, Paramedic first semester courses for 4 firefighters for MFRD.

Amount of Contract:

\$26,968.00

Funding Source

General fund.

ATTACHMENTS:

1. 20250305 USA3 Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 11 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 University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for 2025 Spring Semester,
Paramedic first semester courses for 4 firefighters for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$26,968.00

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: Professional service. Intergovernmental agreement.

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>20638</u>	2025	(1510) FIRE ADMINISTRATION	2025 SPRING SEMESTER PARAMEDIC FIRST-SEMESTER COURSES FOR 4 FIREFIGHTERS FOR MFRD (PROFESSIONAL SERVICE, INTERGOVERNMENTAL AGREEMENT)	\$26,698.00	<u>(281269)</u> <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

001 AS PER YOUR QUOTE NV 202520-15B AND THE CITY AGREEMENT	1.00	777.00000	777.00
TRAINING CLASS	EACH		

Additional Description Notes

TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ;
 Per Invoice 202520-15B
 202520 J00771985 Jones, Jacob
 18-DEC-24 Registration
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060.	777.00
--	--------

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved
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Page 2

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
002 TRAINING CLASS	1.00 EACH	9466.00000	9466.00

Additional Description Notes

 TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ;
 Per Invoice 202520-15B
 202520 J00771985 Jones, Jacob
 18-DEC-24 Registration Tuition
 Vendor Item
 Inventory Item/Loc 12252

1 1000.30.15.1510.1522.1510.0000.0000.45060. 9466.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

003 TRAINING CLASS	1.00 EACH	777.00000	777.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15B 202520 J00772218 Kiefer, Caleb 18-DEC-24 Registration Fees Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607

004 TRAINING CLASS	1.00 EACH	4798.00000	4798.00
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Additional Description Notes

TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ;
 Per Invoice 202520-15B
 202520 J00772218 Kiefer, Caleb
 18-DEC-24 Registration Tuition
 Vendor Item

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	1000.30.15.1510.1522.1510.0000.0000.45060.			4798.00
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607				
005	TRAINING CLASS	1.00 EACH	4798.00000	4798.00
Additional Description Notes ----- TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15B 202520 J00747309 Nader, Hunter 18-DEC-24 Registration Tuition Vendor Item Inventory Item/Loc 12252				
1	1000.30.15.1510.1522.1510.0000.0000.45060.			4798.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006 TRAINING CLASS	1.00 EACH	777.00000	777.00
Additional Description Notes ----- TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15B 202520 J00747309 Nader, Hunter 18-DEC-24 Registration Fees Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	TRAINING CLASS	1.00 EACH	777.00000	777.00
	Additional Description Notes ----- TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15B 202520 J00651470 Young, Dan 14-JAN-25 Registration Fees Vendor Item Inventory Item/Loc 12252			
1	1000.30.15.1510.1522.1510.0000.0000.45060.			777.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008 TRAINING CLASS	1.00 EACH	4798.00000	4798.00
Additional Description Notes ----- TRAINING Paramedic Class P1, SPRING SEMESTER 2025 January 13th - May 8th ; Per Invoice 202520-15B 202520 J00651470 Young, Dan 14-JAN-25 Registration Tuition Vendor Item Inventory Item/Loc 12252			
1 1000.30.15.1510.1522.1510.0000.0000.45060.			4798.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020638-00 FY 2025 Acct No: 1000.30.15.1510.1522.1510.0000.0000.45060. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor UNIVERSITY OF SOUTH ALABAMA COASTAL WEATHER RESEARCH CTR 5950 OLD SHELL RD MITCHELL CENTER RM 1623 MOBILE, AL 36688-0002 Tel#251-460-6915 Fax 251-460-7886	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26968.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.45060.	26968.00	5673199.14
FIRE SUPPRESSION DIV EXP		TRAINING

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

Activity	Date	Clerk	Comment
Approved	02/28/25	DONALD ROSE	Auto approved by: 910518227
Approved	02/28/25	SANDRA LEWIS	
Approved	02/28/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	02/28/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	02/28/25	LONELL HARRIS	Auto approved by: 910518227
Approved	02/28/25	ANNE FOLEY	Auto approved by: 910518227
Approved	02/28/25	JOHN PAINE	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00020638-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.45060.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 9
=====	=====

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 COASTAL WEATHER RESEARCH CTR
 5950 OLD SHELL RD
 MITCHELL CENTER RM 1623
 MOBILE, AL 36688-0002

Tel#251-460-6915
 Fax 251-460-7886

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
02/24/25	281269				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

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



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Match and further support the FY 24 Energy Efficiency and Conservations Block Grant.

Amount of Contract:

\$120,000.00

Funding Source

C0587 FACILITY MAINTENANCE CAPITAL ACCOUN (20002000.94070)

ATTACHMENTS:

1. Transfer resolution

REVIEWERS:

Marilyn Bullard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$120,000.00 be transferred from project C0587 FACILITY MAINTENANCE CAPITAL ACCOUN (20002000.94070) to capital project G-EECBG24 ENERGY EFFICIENCY AND CONSERVATION (50045004.93030). These funds will be used to match and further support the FY 24 Energy Efficiency and Conservation Block Grant.

Adopted:

City Clerk

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 3/06/2025

JOINT BUDGET TRANSFER: ☐ (from one fund to another)

DISTRICT#: Select Item.

REQUEST: Please transfer \$ 120,000.00

FROM CAPITAL PROJECT#: C0587

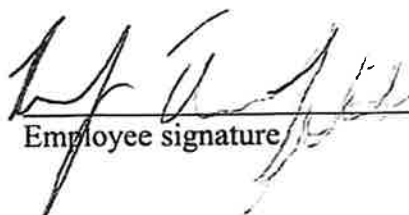
CAPITAL PROJECT NAME: FACILITY MAINTENANCE CAPITAL ACCOUN

DEPT. PROJECT#: _____

TO GRANT FUND PROJECT#: G-EECBG24

PROJECT NAME: ENERGY EFFICIENCY AND CONSERVATION

ACCT PROJECT STRING#: G-EECBG24.FROMCAP


Employee signature


Approval signature

Created by B. Rhodes 7/6/2022



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Carroll, Councilmember

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Change Order No. 1 with Geotechnical Engineering Testing, Inc. for Mobile Civic Center Master Plan Improvements Parking Facility Special Inspections and Construction Materials Testing Services, Increase of \$45,000.00, Contract 4808.

Volkert's recommendation is that this change order is to provide additional funding to the Contract for continued materials testing in accordance with the established unit rates in the Consultant's Contract. This increase to the Contract value is to cover the Consultant's cost through April 2025 to coincide with the Construction Contractor's substantial completion date of April 29, 2025 and additional testing required for the connector road between the USACE office building and parking facility. The Contract value will be increased by \$45,000.00 and will require a Resolution for City Council approval. It is further recommended that this Change Order 01 be funded from the unencumbered monies in Munis Project C0806.

Amount of Contract:

\$45,000.00

Funding Source

C0806 Civic Ctr-Parking, Contract 4808, CC-085-22
2000.2000.48030

ATTACHMENTS:

1. RESOLUTION C01 Geotech cntrct 4808
2. Change Order Request Form
3. Change Order Justification Form
4. Geotech Eng Testing Cntrct 4808 CO-01

5. Geotech Eng Testing Cntrct 4808 CO-01 Recn Ltr
6. SIGNED Contract 1.2.24
7. Capital Summary Sheet 12.12.23

REVIEWERS:

Stacey Howard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, Change Order 01 to Contract 4808, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. Whereby, the sum of Forty-Five Thousand Dollars and Zero Cents (\$ 45,000.00) shall be added to the original contract amount of Two Hundred Fifty-Eight Thousand Seven Hundred Sixty-Five Dollars and Zero Cents (\$ 258,765.00), with the new Agreement sum to be Three Hundred Three Thousand Seven Hundred Sixty-Five Dollars and Zero Cents (\$ 303,765.00), from Project No. C0806. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GEOTECHNICAL ENGINEERING TESTING, INC.
Project Name:	CIVIC CENTER NEW PARKING FACILITY – C0806
Project Number:	CC-085-22
Amount:	\$ 45,000.00 (ADDITIONAL AMOUNT)

Adopted:

City Clerk

CHANGE ORDER REQUEST FORM

CITY OF MOBILE

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

DATE OF REQUEST: 2/13/25

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

VENDOR NAME: Geotech. Eng. Testing, Inc.

DISTRICT#: 2

DEPT. PROJECT#: CC-085-22

REQUEST: Please Add \$ 45,000.00 from Capital Project#/Title:

C0806, MOBILE CIVIC CENTER PARKING FACILITY

to contract# 4808

Total amount of Change Order: \$ 45,000.00

Current contract amount: \$ 258,765.00

Revised contract amount: \$ 303,765.00

Comments:

Volkert's recommendation is that this change order is to provide additional funding to the Contract for continued materials testing in accordance with the established unit rates in the Consultant's Contract. This increase to the Contract value is to cover the Consultant's cost through April 2025 to coincide with the Construction Contractor's substantial completion date of April 29, 2025 and additional testing required for the connector road between the USACE office building and parking facility. The Contract value will be increased by \$45,000.00 and will require a Resolution for City Council approval. It is further recommended that this Change Order 01 be funded from the unencumbered monies in Munis Project C0806.

Attonka D. Lewis
Employee signature

Carleen Short Clark
Approval signature



JUSTIFICATION FOR CHANGE ORDER

PROJECT NAME: MOBILE CIVIC CENTER PARKING FACILITY
PROJECT LOCATION: 200 S. Claiborne St., Mobile AL 36602
PROJECT #: CC-085-22
CAPITAL PROJECT #: C0806
EXPENDITURE #: 20002000-48010
CONTRACT #: 4808- MOBILE CIVIC CENTER MASTER PLAN
IMPROVEMENTS PARKING FACILITY SPECIAL
INSPECTIONS AND CONSTRUCTION MATERIALS
TESTING SERVICES
VENDOR # AND NAME: 72600-GEOTECHNICAL ENGINEERING TESTING,
INC.

The attached Change Order Number One (1) to contract with GEOTECHNICAL ENGINEERING TESTING, INC., dated **January 2, 2024**, is required because of the following:

- ☐ 1. Unusual and difficult circumstances which arose during the course of the execution of the contract which could not have been reasonably foreseen.
- ☐ 2. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 3. Emergencies arising during the course of the work.
- ☐ 4. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, allowances, etc.
- ☒ 5. See attached Letter and change order.
- ☐ 6. Other:

REMARKS: Volkert's recommendation is that this change order is to provide additional funding to the Contract for continued materials testing in accordance with the established unit rates in the Consultant's Contract. This increase to the Contract value is to cover the Consultant's cost through April 2025 to coincide with the Construction Contractor's substantial completion date of April 29, 2025, and additional testing required for the connector road between the USACE office building and parking facility. The Contract value will be increased by \$45,000.00 and will require a Resolution for City Council approval. It is further recommended that this Change Order 01 be funded from the unencumbered monies in Munis Project C0806.

Carleen Stout-Clark, Deputy Director
Real Estate Asset Management

Nick Amberger
Nick Amberger, Executive Director, Engineering and Infrastructure

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827



PROJECT NAME:

Mobile Civic Center Master Plan
Improvements Parking Facility Special Inspections and
Construction Materials Testing Services

CHANGE ORDER NO.: 01

PROJECT ADDRESS: 200 South Claiborne Street

DATE: February 13, 2025

CONTRACTOR: Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, AL 36693

PROJECT NO.: CC-085-22
CONTRACT DATE: January 2, 2024
CONTRACT NO.: 4808

THE CONTRACT IS CHANGED AS FOLLOWS: To provide additional funding to the Contract for continued materials testing in accordance with the established unit rates in the Consultant's Contract. This increase to the Contract value is to cover the Consultant's cost through April 2025 to coincide with the Construction Contractor's substantial completion date of April 29, 2025. The Contract value will be increased by \$45,000.00.

Original Contract Sum	\$ 258,765.00
Net change by previously authorized Change Orders	\$ 0.00
Contract Sum prior to this Change Order	\$ 258,765.00
Net Contract change by this change order	\$ 45,000.00
New Contract Sum including this Change Order	\$ 303,765.00

NOT VALID UNTIL SIGNED BY THE CONSULTANT AND OWNER.

CITY OF MOBILE

P. O. Box 1827
Mobile, AL 36633-1827



Geotechnical Engineering Testing, Inc.

CONSULTANT:

A handwritten signature in blue ink, appearing to read 'Curt Doyle', is written over a horizontal line.

SIGNATURE

Curt Doyle/President
(*Printed Name/Title*)

2/12/2025
DATE:

SIGNATURE

WILLIAM S. STIMPSON, MAYOR (OWNER)

DATE

ATTEST:

CITY CLERK

February 13, 2025

Subject: Recommendation for Approval of Change Order 01 to Geotechnical Engineering Testing, Inc.
Contract 4808.

Volkert recommends approval of the attached Change Order 01 to Geotechnical Engineering Testing Contract 4808. This change order is to provide additional funding to the Contract for continued materials testing in accordance with the established unit rates in the Consultant's Contract. This increase to the Contract value is to cover the Consultant's cost through April 2025 to coincide with the Construction Contractor's substantial completion date of April 29, 2025. The Contract value will be increased by \$45,000.00 and will require a Resolution for City Council approval.

It is further recommended that this Change Order 01 be funded from the unencumbered monies in Munis Project C0806.

Sincerely,



Sam Matheny
Program Manager
Volkert, Inc.

Cc: Carleen Stout-Clark, City of Mobile

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Geotechnical Engineering Testing, Inc.

Project Name: Mobile Civic Center Master Plan Improvements Parking
Facility Special Inspections and Construction Materials Testing
Services

Project Number: CC-085-22

Amount: \$ 258,765.00

Adopted: JAN 02 2024



City Clerk

**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
(HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this January 2, 2024.

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

And the Consultant: GEOTECHNICAL ENGINEERING TESTING, INC.
Professional Engineers
904 Butler Drive
Mobile, Alabama 36693

City of Mobile Business License No.: 189640

Secretary of State Registration No.: 000-033-894

For the following Project: Mobile Civic Center Master Plan Improvements Parking Facility
Special Inspections and Construction
Materials Testing Services
200 South Claiborne Street
Mobile, Alabama 36602

Project Number: CC-085-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed TWO HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FIVE AND 00/100 DOLLARS (\$258,765.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated December 11, 2023, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is Volkert, Inc., as the Program Manager for the City of Mobile. The Owner's liaison with the Consultant is the Program Manager.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Geotechnical Engineering Testing, Inc.
Address: 904 Butler Drive, Mobile, Alabama 36693
Phone Number: (251) 666-7197
Email address: cdoyle@geoengr.com
Name: Curt Doyle, P.E., Principal Engineer
License No.: PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide professional engineering services for construction materials testing and Special Inspection services as required by the project design documents and detailed in the Consultant's Fee Proposal. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

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

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

3.1.4 INDEMNIFICATION

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

the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

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

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

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

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Fee Proposal dated December 11, 2023 in the form of monthly progress payment invoices.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

B. Commercial General Liability Insurance

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

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)
 2. \$2,000,000 Products/Completed Operations aggregate
 3. \$1,000,000 Personal and Advertising Injury per person/organization
 4. \$2,000,000 General Aggregate Limit per Project
- C. Automobile Liability Insurance
 Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*
- D. Commercial Umbrella Liability Insurance
 Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.
- E. Professional Liability Insurance
1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate
 2. Projects over \$1,000,000 to be determined by Owner
- F. Certificates of Insurance
 The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.
 Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.
- G. Additional Insureds
 These liability policies shall endorse City of Mobile as an Additional Insured. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B,

or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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

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

H. Insurance Requirement for Subconsultants

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

I. Cancellation

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

J. Waiver of Subrogation

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

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

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile. OPTION- If the Self-Insured Retention (SIR) exceeds \$10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

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

5.1 CONTRACT DOCUMENTS

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

1. This Instrument (Agreement);
2. Consultant Proposal, dated December 11, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

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

6.1 DISPUTE RESOLUTION

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

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that

all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

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

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

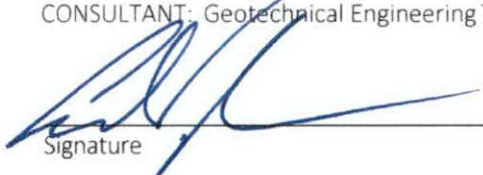
This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile

Legal Name of Party to Contract:

CONSULTANT: Geotechnical Engineering Testing, Inc.


Signature


Signature

William S. Stimpson, Mayor
Printed Name and Title

Curt Doyle, P.E., Principal Engineer
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile


City Clerk

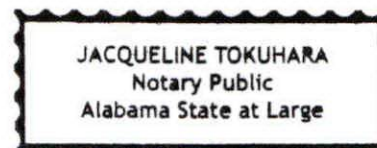


STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.

Sworn to and subscribed for me this 12 day of DEC., 2023.


NOTARY PUBLIC
My Commission Expires:



My Commission Expires
August 16, 2026



Alabama Secretary of State



Geotechnical Engineering Testing, Inc.	
Entity ID Number	000 - 033 - 894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022



Company ID Number: 288114

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Geotechnical Engineering Testing, Inc.

Company Facility Address: 804 Butler Drive

Mobile, AL 36688

Company Alternate
Address:

County or Parish: MOBILE

Employer Identification
Number: 63066448

North American Industry
Classification Systems
Code: 641

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified
for: 2

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

• ALABAMA 1 site(s)



Company ID Number: 298114

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-454-4218.

Employer: Geotechnical Engineering Testing, Inc.

Doyle B Clayton
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/13/2010
Date

Department of Homeland Security - Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

01/13/2010
Date



Verify

Company ID Number: 289114

MISSISSIPPI

1 site(s)

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

Name: Hank Oates	Telephone Number: (251) 656-7197 ext. 12	Email Address: hoates@wvenergy.com	Fax Number: (251) 656-7320
Name: Doyle B Clayton	Telephone Number: (251) 656-7197 ext. 20	Email Address: dclayton@wvenergy.com	Fax Number: (251) 656-7320
Name: Jane Harmon	Telephone Number: (251) 656-7197 ext. 21	Email Address: jharmon@wvenergy.com	Fax Number: (251) 656-7320

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

CAPITAL PROJECT # C0806 DATE OF RECEIPT

DEPT. PROJECT # CC-085-22

PROJECT DESCRIPTION Mobile Civic Center Master Plan Improvements

Parking Facility Special Inspection&Construction Materials Testing Services

CONTRACT AMOUNT \$258,765.00

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3032 DEPT NAME Architectural Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural	Engineering	Testing	<u>Professional Services</u>
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

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: Rhonda Lewis/Carleen Stout-Clark Date 12/12/2023

Revised 5/16/2022 Tiffany Hollins



GEOTENG-01

EJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2023

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

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

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT: Amy Price	
	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AXIS Surplus Insurance Company	NAIC # 26620
	INSURER B: Middlesex Insurance Company	23434
	INSURER C: The Sheffield Group	
	INSURER D: Continental Casualty Company	20443
INSURER E:		
INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER:	X	X	EMP1900102505	5/22/2023	5/22/2024	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
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2023	5/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	X	X	EMX2000054904	5/22/2023	5/22/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
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	41359-00	1/1/2024	12/31/2024	☒ PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			MCH591949859	5/22/2023	5/22/2024	Each claim/Aggregate \$ 2,000,000
A	Contractor Pollution			EMP1900102505	5/22/2023	5/22/2024	Each claim \$1M Aggre \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle. Workers Compensation Employers Liability Carrier for The Sheffield Fund is Evanston Insurance Company NAIC#35378, Limits the same, effective 01-01-2023 to 01-01-2024, Policy# 3FF3824. See attached Dec Page.

Project #CC-085B-22, Mobile Civic Center Parking Facility Design Phase Geotechnical Services, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Mobile 205 Government Street P. O. Box 1827 Mobile, AL 36633	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Prewitt Group		NAMED INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Description of Operations/Locations/Vehicles:

required by written contract, per policy terms and conditions.. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy number: EMP19001025-04

COMMERCIAL
GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CG 20 37 07 04

© ISO Properties, Inc., 2004

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile Civic Center Parking Facility

CAPITAL PROJECT # C0806 DATE OF RECEIPT

DEPT. PROJECT # CC-085-22

PROJECT DESCRIPTION Mobile Civic Center Master Plan Improvements

Parking Facility Special Inspection&Construction Materials Testing Services

CONTRACT AMOUNT \$258,765.00

VENDOR NAME Geotechnical Engineering Testing, Inc.

VENDOR NUMBER 72600

DEPT # 3032 DEPT NAME Architechtrual Engineering

CONTRACT ADMINISTRATOR Carleen Stout-Clark

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

Construction (Unit Price)* Construction** ROW (Acquisitions)

Performance-Contributed Contractual NonContractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y N 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: Rhonda Lewis/Carleen Stout-Clark Date 12/12/2023

Revised 5/16/2022 Tiffany Hollins



CAPITAL CONTRACT SUMMARY SHEET

C#5309

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Gulf Coast Exploreum - HVAC Upgrades

CAPITAL PROJECT #: C0906 (20002000-42200)

CONTRACT AMOUNT: \$20,600.00 DATE OF
RECEIPT: 3/6/2025

ARCHITECTURAL ENGINEERING PROJECT #: MU-017-24

PROJECT DESCRIPTION: Consultant will provide design for removal of two air handlers and installation of new air handlers, including any adjustments, regarding size, power, etc.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

____ or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/26/2025



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Consultant will provide design for removal of two air handlers and installation of new air handlers, including any adjustments, regarding size, power, etc.

Amount of Contract:

\$20,600.00

Funding Source

C0906 EXPLOREUM MECHANICAL (20002000-42200)

ATTACHMENTS:

1. CAP-00001 - JAGUAR CONSULTING LLCConsultantCAP - 00001 - - Executed Contract

REVIEWERS:

Emma Dean

Carleen Stout

Brenda Rhodes

Chris Kern

James Barber

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: Jaguar Consulting LLC

Project Name: Gulf Coast Exploreum - HVAC Upgrades

Project Number: MU-017-24

Amount: \$20,600.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Gulf Coast Exploreum - HVAC Upgrades

CAPITAL PROJECT #: C0906 (20002000-42200)

CONTRACT AMOUNT: \$20,600.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-017-24

PROJECT DESCRIPTION: Consultant will provide design for removal of two air handlers and installation of new air handlers, including any adjustments, regarding size, power, etc.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 02/26/2025



02.21.2025

08:39AM

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "Gulf Coast Exploreum - HVAC Upgrades" in the amount of \$20,600.00.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer

Architectural Engineering

(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

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



This Agreement made and entered into this _____.

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

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

City of Mobile Business License No.: 35251

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

For the following Project: Gulf Coast Exploreum – HVAC Upgrades
65 Government Street
Mobile, Alabama 36602

Project Number: MU-017-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed TWENTY THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$20,600.00).

1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated July 16th, 2024.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.

1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

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

2.1.2 CONSULTANT IN CHARGE

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

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

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

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

3.1.4 INDEMNIFICATION

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

3.1.5 STANDARD OF PERFORMANCE

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

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

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

3.1.8 Payments will be made to the Consultant after 100% construction documents and after construction administration.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

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

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

B. Commercial General Liability Insurance

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

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

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

C. Automobile Liability Insurance

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

D. Commercial Umbrella Liability Insurance

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

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

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

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

G. Additional Insureds

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

include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

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

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

H. Insurance Requirement for Subconsultants

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

I. Cancellation

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

J. Waiver of Subrogation

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

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

K. Professional Errors and Omissions

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

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

5.1 CONTRACT DOCUMENTS

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

1. This Instrument (Agreement);
2. Consultant Proposal, dated July 16, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

5.2 TERMINATION OF CONTRACT

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

6.1 DISPUTE RESOLUTION

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

7.1 NON-DISCRIMINATION

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

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

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

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

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

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

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

Signature

William S. Stimpson, Mayor

Printed Name and Title

Christina Marie, P.E., President

Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA

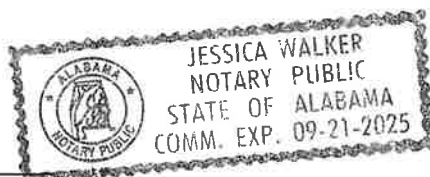
COUNTY OF MOBILE

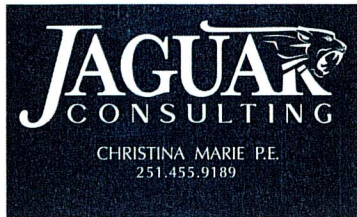
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 20 day of Feb.
2020.

Jessica Walker
NOTARY PUBLIC

My Commission Expires: _____





July 16, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
Gulf Coast Exploreum - HVAC Upgrades
City of Mobile Project Number: MU-017-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes the replacement of existing HVAC Equipment.

The City of Mobile total estimated budget for this project is approximately \$400,000.

The preliminary cost estimate for the work to be designed by Jaguar Consulting and Dell Consulting is \$200,000. Specifically, our design will include HVAC upgrades and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

The specific extent of work includes:

1. HVAC
 - a. Replacement of (2) existing Air Handling Units.
2. Electrical
 - a. Power to support replacement of existing Air Handling Units.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below:

100% Construction Documents	\$16,480.00
Construction Administration	\$4,120.00

We propose a lump sum fee of \$20,600.00. Additional services, if authorized, will be charged at our hourly rates which are attached.



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

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

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

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____



Effective Date: January 1, 2023

HOURLY RATES

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

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

Exploreum
Chiller Replacement
Tuesday, July 16, 2024
City of Mobile Project Number: MU-017-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Selective Demolition				
Rooftop air conditioner	2	Ea.	\$3,240.00	\$6,480.00
Subtotal				\$6,480.00
HVAC Equipment				
Heating Boilers				
Variable air volume	2	Ea.	\$58,560.00	\$117,120.00
Labor	1	Lot	\$11,712.00	\$11,712.00
Subtotal				\$128,832.00
Mechanical Subtotal				\$135,312.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existitng power to Rooftop air conditioner	2	Ea.	\$1,000.00	\$2,000.00
Subtotal				\$2,000.00
ELECTRICAL RENOVATION				
New Power to Rooftop air conditioner	2	Ea.	\$2,500.00	\$5,000.00
Subtotal				\$5,000.00
Electrical Subtotal				\$7,000.00
MEP Subtotal				\$142,312.00
Contingency/Unknown/Unestimated				\$35,578.00
Overhead and Profit				\$21,346.80
MEP TOTAL				\$199,236.80

EXHIBIT A
SCOPE OF WORK

Gulf Coast Exploreum

HVAC Upgrades

Project #MU-017-24

The Consultant will provide design for removal of both air handlers and installation of new air handlers, including any adjustments, regarding size, power, etc., of replacement air handlers.

END OF SCOPE OF WORK



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, 5th Floor

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Section I. Information about your company

FORM 1: Background and Plan

Company	YAGUERA CONSULTING LLC
Address	8658 CANTATA DR W MOBILE, AL 36695
Telephone	251-455-4189
E-Mail	yagueraendurance@yahoo.com

RFP/RFQ Solicitation Number	17U-C17-24
Project Description	HWK UPGRADING
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male _____ Female 1 Minority _____ Non-minority _____ SDVO _____
Total #of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINA YAGUERA
Signature:  Date: 2/20/25
Title: OWNER, DBE

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

Name: _____ Title: _____
Email: _____ Phone: _____



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

FORM 1: Background and Plan (Cont'd)

Please Print Company Stanna Construction Bid/Proposal Amount \$ 20,000.00 Date: _____

Q /	Description	Amount
2 /	20 / 25	HUE W/ GRADES AT THE EXTERIOR
Name of Bidder/Proposer:	CARRISTON	MARIE

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

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____ Phone _____ Email _____

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



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

[Browse Results](#)[New Search](#)



Company ID Number: 2268780

Approved by:

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



Company ID Number: 2268780

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/27/2025

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 HESTER, THOMAS & ASSOCIATES LLC 851 E I-65 Service Road South Ste 110 Mobile, AL 36606		CONTACT NAME: PHONE (A/C, No, Ext): (251)470-9915 FAX (A/C, No): (251)470-9971 E-MAIL ADDRESS: andy@htains.com		
INSURED Jaguar Consutling, LLC 8658 Capital Drive N MOBILE, AL 36695		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Wilmington Insurance Company		
		INSURER B: Hiscox Insurance Company		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY			GLB055639	1/19/2025	1/19/2026	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	☐ Contractual Liability Included	Y	Y				MED EXP (Any one person)	\$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	☐ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
	☐ AUTOS ONLY							\$	
A	☒ UMBRELLA LIAB			XLB055645	1/19/2025	1/19/2026	EACH OCCURRENCE	\$ 2,000,000	
	☐ EXCESS LIAB	☐ CLAIMS-MADE	Y				Y	AGGREGATE	\$ 2,000,000
	DED	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2025	2/25/2026	Per Occurrence	\$2,000,000	
							Aggregate	\$2,000,000	

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

Engineering Services: Design and Consulting

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

Project Name: Gulf Coast Explorem HVAC Upgrades - Project Number: MU-017-24

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

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

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: March 11, 2025

Submitted by:

Nicholas Amberger

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Accept from the Alabama Department of Transportation a FY2025 Transportation Alternatives Set-Aside Program Grant to the City of Mobile in the amount of \$187,680.86 for sidewalk improvements along Old Shell Road from Whites Ln. to the CVS parking lot entrance.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. FY25 TAP RESOLUTION-Old Shell Rd-02.18.25
2. TAPMB-TA25(935) 100079888 MOBILE

REVIEWERS:

Kelsi Tippery
Randy Threadgill
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA that the Mayor is authorized to accept from the Alabama Department of Transportation a FY2025 Transportation Alternatives Set-Aside Program Grant to the City of Mobile in the amount of \$187,680.86 for sidewalk improvements along Old Shell Road from Whites Ln. to the CVS parking lot entrance. There is a \$46,920.21 match requirement that will be paid by the Village of Spring Hill.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said allocation and to sign any agreements or other documents in connection with this grant application and to provide any information required by the Alabama Department of Transportation. Any agreements for formula grant assistance, together with exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

**CONSTRUCTION
AGREEMENT
FOR A
TRANSPORTATION ALTERNATIVES PROGRAM
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County**

**Project No. TAPMB-TA25(935)
CPMS Ref# 100079888**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalk improvements along Old Shell Rd. from Whites Ln. to the CVS parking lot entrance; Project# TAPMB-TA25(935); CPMS Ref# 100079888.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. It is expressly understood that federal funds for this project will be provided from Transportation Alternatives Program (TAP) funds as authorized by the U.S. Congress and the STATE will not be liable for any funding. The project will be limited to \$187,680.86 Federal TAP funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal TAP funds for the Mobile Area sufficient to pay 80% of the project cost. In the event of an underrun in construction costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

FUNDING SOURCE	ESTIMATED COSTS
Federal TAP Funds	\$ 187,680.86
City Funds	\$ 46,920.21

TOTAL (Incl CE&I)	\$ 234,601.07

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is

requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost to the Project. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased, or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

- B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will be an eligible cost to the project, as approved by the application.

- C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will not be an eligible cost to the Project.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

- D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost to the Project.
- E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

- A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.
- B. Associated Construction costs will be an eligible cost to the Project.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement.

The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

- C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

- D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.
- E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees, caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.
- F. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.
- G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law.

PART FIVE (5): ACCOUNTING PROVISIONS

- A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.
- B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.
- C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

- D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.
- E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.
- F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

- A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.
- B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.
- C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.
- E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.
- F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.
- G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.
- H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____

City Clerk (Signature)

By: _____

As Mayor (Signature)

Type Name of Clerk

(AFFIX SEAL)

Type Name of Mayor

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

Matthew J. Ericksen, P.E.

Southwest Region Engineer

Bradley B. Lindsey, P.E.

State Local Transportation Engineer

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH
THE ALABAMA DEPARTMENT OF TRANSPORTATION

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND
SIGNED BY THE GOVERNOR ON THIS _____ DAY OF _____, 20_____.

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Sidewalk improvements along Old Shell Rd. from Whites Ln. to the CVS parking lot entrance; Project# TAPMB-TA25(935); CPMS Ref# 100079888.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____.

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

- a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.
- b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:
 - 1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.
 - 2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

- a. This contract shall be binding upon the successors and assigns of the respective parties hereto.
- b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EXHIBIT H**Page 1****EQUAL RIGHTS PROVISIONS**

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

EXHIBIT H

Page 2

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

EXHIBIT H

Page 3

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. **Race, Color, Creed, National Origin, Sex** – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

EXHIBIT H**Page 4**

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.
3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

- a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

EXHIBIT H

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- b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M**CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING**

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

- a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.
- b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION**

**SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL
ACCESS FUNDED COUNTY AND CITY PROJECTS**

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL:


BUREAU CHIEF/REGION ENGINEER

APPROVAL:


CHIEF ENGINEER

APPROVAL:


TRANSPORTATION DIRECTOR

NOVEMBER 1, 2017

DATE

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Rev. 10/2017