



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 29, 2025, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Patricia Evans, Public Safety Chaplain

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

April 22, 2025

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Robert Soto for a waiver of the Noise Ordinance at Cathedral Square on

August 23, 2025, from 10:00 a.m. - 4:00 p.m. (District 2).

Request of Doug Cain for a waiver of the Noise Ordinance at Battleship Park on November 16, 2025, from 8:00 a.m. - 11:00 a.m. (District 2).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791 LeSure Road on June 6-7, 2025 from 6:00 p.m. - 2:00 a.m. (District 4).

11. PUBLIC HEARINGS

Public hearing to declare the structure at 1416 Old Shell Road a public nuisance and order it demolished (District 2).

Public hearing to consider the application of Midrar Alkhatab for a certificate of Public Convenience and Necessity to operate a taxicab service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Brian McMillian - the effect violence has on businesses in the city.

Sabrina Mass - affordable housing/ARP (procedures & concerns for reporting & naming buildings/places after people).

Debra Ann Crabtree - provide information about National Day of Prayer observance at Brookley by the Bay.

13. ORDINANCES HELD OVER

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

25-018 Amend Chapter 25, Article I, "Garbage and Trash", Section 5, "Household Garbage", and Article III "Enforcement", Section 33, "Penalties", of the Mobile City Code (sponsored by Councilmember Woods) (submitted by Paul Carbo, City Council Attorney).

14. CIP RESOLUTIONS HELD OVER

09-609 Transfer funds from Capital Project D1 Mobile CIP Greenway Initiative to Capital Project D1 US 45 Median Improvements; \$600,000.00 (sponsored by Mayor Stimpson) (submitted by John Forrester, Eng. Dept.).

21-611 Authorize contract with McCrory & Williams, Inc. for repair and stabilization of erosion areas at Azalea Golf Course and 12 Mile Creek; \$56,900.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

15. RESOLUTIONS HELD OVER

01-612 Rescind Resolution 01-793, adopted November 10, 2020, and allocate \$1,500,000.00 to Capital Improvements Reserve in the Capital Improvement Fund (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

01-613 Authorize amendment #2 to the agreement with WSP, Inc. for Mobile Area Storm Water Mapping & Resiliency Planning; \$549,920.28 additional (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-614 Accept bid awards for limestone aggregate (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-616 Approve purchase order to Deere & Company for utility tractor for Parks Dept.; \$68,224.65 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-619 Re-allocate funds from Capital Project #C0116 in the Capital Improvement Fund to various Capital Projects; \$1,176,220.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

21-620 Authorize contract with Thomas Industries, Inc. for Cruise Terminal parking deck repairs; \$428,880.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-621 Authorize contract with Waste Pro USA, Inc. for dumpster services at various City locations; \$98,000.00 (sponsored by Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

35-622 Authorize extension of Temporary Site Lease with New Cingular Wireless PCS, LLC for installation of new cell facility at the Cruise Terminal (sponsored by Mayor Stimpson) (submitted by Sheila Gurganus, Cruise Terminal).

60-623 Authorize Settlement Agreement and Release of Claims; Burgess (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

21-631 Correct Resolution 21-571, adopted on April 15, 2025 (sponsored by Mayor Stimpson).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-632 Re-appoint Richard Meadows to the Electrical Examiners Board (sponsored by Councilmember Daves).

37-633 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to Alabama Music Box; 659 Conti St. (sponsored by Councilmember Carroll).

40-634 Declare the structure at 1416 Old Shell Road a public nuisance and order it demolished (sponsored by Councilmember Carroll).

09-635 Transfer funds from District 1 Discretionary Account to Parks & Recreation Dept. to assist with upcoming events (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

09-636 Transfer funds from District 2 Discretionary Account to Hope Community Center to assist with Culture Fest (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-637 Transfer funds from District 2 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

09-638 Transfer funds from District 3 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Small) (submitted by Donna Bryars, Accounting Dept.).

09-639 Transfer funds from District 4 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

09-640 Transfer funds from District 5 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

09-641 Transfer funds from District 7 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Gregory) (submitted by Donna Bryars, Accounting Dept.).

60-642 Determine an appropriation to Palmer Pillans Middle School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by

Donna Bryars, Accounting Dept.).

60-643 Determine an appropriation to Quilts of Valor Over Mobile serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

09-658 Transfer funds from District 6 Discretionary Account to Heroes Park to assist with upcoming events (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

03-659 Appoint Robert Ball McGinley, Jr., Dr. Louis C. Wilson, and Barbara Hory to the Medical Clinic Board of the City of Mobile Spring Hill (sponsored by City Council).

17. CIP RESOLUTIONS BEING INTRODUCED

08-644 Approve purchase order to Graybar Electric Co., Inc. for street light luminaries; \$169,800.02 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

18. RESOLUTIONS BEING INTRODUCED

01-645 Authorize Master Services Agreement with Sawgrass Consulting, LLC for 2025 CIP City-Wide Street Assessment; \$420,000.00 (sponsored by Council members Penn, Carroll, Small, Reynolds, Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

08-646 Approve item based bid for medical equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-647 Approve purchase order to Beard Equipment Company for John Deere mower for Azalea City Golf Course; \$51,940.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-648 Approve purchase order to Beard Equipment Company for John Deer Bunker Rake and Dakota Sand Topdresser for Azalea City Golf Course; \$55,382.52 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-649 Approve purchase order(s) to Jerry Pate Turf & Irrigation, Inc. for Club Car utility carts and green roller for Azalea City Golf Course; \$92,165.57 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-650 Approve purchase order to Siteone Landscape Supply, LLC for Rainbird

Irrigation System for MPRD; \$76,170.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-651 Approve purchase order to UJ Chevrolet Co., Inc. for Chevrolet Tahoe wreck repair; \$17,288.67 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-652 Transfer funds from Civic Center New Parking Facility Project to Civic Center Marketing Project for Civic Center New Construction and Demo Project; \$430,434.17 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

09-653 Transfer funds from Police Department Support Services Division to Public Safety Administrative Division for security camera system improvements for City parks; \$300,000.00 (sponsored by Mayor Stimpson) (submitted by Scott Collins Finance Dept.).

21-654 Authorize contract with Geotechnical Engineering Testing, Inc. for 2024 PAYGO Resurfacing; \$70,000.00 (sponsored by Councilmembers Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-655 Authorize contract with Harwell and Company, LLC. for 2024 PAYGO Resurfacing; \$4,285,804.12 (sponsored by Councilmembers Daves, Woods, & Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-656 Rescind Resolution 21-596 authorizing contract with D'Alo Green (sponsored by Mayor Stimpson) (submitted by Robert Lasky, Public Safety Director).

37-657 Consider the application of Midrar Alkhatab for a certificate of Public Convenience and Necessity to operate a taxicab service.

19. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: Robert Soto

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.422.6946 Cell Number: 251.367.7686

Organization (if applicable) endITnow
Mailing Address of Applicant 808 Daphne Avenue #2152, Daphne, AL, 36526

Telephone No. 251.367.7686 E-mail address enditnowMobile@gmail.com

Location or address of event where amplification will be used:

Cathedral Square Park

Date of Event: 8.23.25 Starting Time: 10 AM Ending Time 4 PM

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

Type of Event: Family Day & March - bringing awareness & advocating to end human tr

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

2025 APR 23 AM 7:13

OFFICE OF THE CITY CLERK



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

Name of Applicant: Doug Cain

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 225-921-4502

Organization (if applicable) FRESHJUNKIE Racing - Battleship 12k

Mailing Address of Applicant 3736 Perkins Rd

Telephone No. 225-921-4502 E-mail address doug@freshjunkie.com

Location or address of event where amplification will be used:

2703 Battleship Pkwy, Mobile, AL 36602

Date of Event: 11/16/25 Starting Time: 8am Ending Time 11am

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

Type of Event: Battleship 12k run to honor our service members

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

Handwritten initials: DA



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

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

Name of Applicant: JOHNNIE L. ROBINSON

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-377-3919 Cell Number: 251-377-3919

Organization (if applicable) N DA BOTTOM

Mailing Address of Applicant PO BOX 1201, THEODORE, AL 36590

Telephone No. 251-377-3919 E-mail address TTOWNSTABLES69@YAHOO.COM

Location or address of event where amplification will be used:

4791 LESURE ROAD THEODORE, AL 36582

Date of Event: JUNE 6TH & JUNE 7TH Starting Time: 6:00 P.M. Ending Time 2:00 A.M.

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

Type of Event: FAMILY FUNCTION

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

Music containing obscene language or profanity is prohibited

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

P. O. Box 1827 Mobile, AL 36633

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

Or e-mail to: cityclerk@cityofmobile.org

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R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Midrar Alkhatab to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Midrar Alkhatab for a Certificate of Public Convenience and Necessity to operate a taxicab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Midrar Alkhatab individually or on behalf of Ryde smart, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

MIDRAR ALKHATAB

Business Address

Telephone: _____

Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____

SSN: _____

Residence Address: _____

Address _____

City _____

State _____

Zip code _____

Telephone Number: _____

Driver's License #: _____

Residing in Mobile County: Years: 26

Months: 3

U.S. Citizenship: Yes _____ No X

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Midraralkhah Title Driver Amount of Stock Held (if any) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Anytime

How many vehicles (carriages) do you intend to operate? currently just one vehicle.
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Chrysler Year: 2021 Model: Pacifica
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

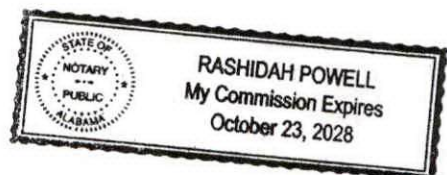
Applicant's Signature

NAME OF ENTITY:

By: Midrar alkhatab
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
3rd DAY OF April, 2025

Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Midrax alkhatab

Nickname(s) or Maiden Name: Alex

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-9"

Weight: 200 pounds

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

[Signature]
Signature

04-03-25
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Midrar alkhatab

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature [Signature]

04-03-25
Date Signed

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MIDRAR I ALKHATAB
3205 LLOYDS LANE APT G8
MOBILE, AL 36693

Date: 07-27-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MIDRAR I ALKHATAB

Search Completed Result

07-27-2023 E2023209000000058285

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod".

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2023209000000058285

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Monday, April 21, 2025 11:40:46 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Monday, April 21, 2025 11:39 AM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Brian McMillian
Date To Address Council: 2025-04-29
Address: 173 S Sage Ave
Email: Modster2223@gmail.com
Phone: 2057170828
Subject And Specific Questions: Violence in the city
Pertain To City Business: Obviously effecting business
Signature: JAMES B MCMILLIAN
Signature Verify: X
Agree: X
Date Submitted: 2025-04-21 11:39:45

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Wednesday, April 23, 2025 1:23:29 PM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, April 23, 2025 1:07 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: Sabrina Mass
Date To Address Council: 2025-04-29
Address: 1050 Belvedere Circle West
Email: texast750@gmail.com
Phone: 251 656 4049
Subject And Specific Questions: Affordable Housing/ARP and building or places named after and an individual. Procedural concerns and proper reporting.
Pertain To City Business: Use of TAXPAYERS dollars.
Signature: Sabrina Mass
Signature Verify: X
Agree: X
Date Submitted: 2025-04-23 13:07:46

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

From: [City Clerk](#)
To: [Gauthier, Lana](#)
Subject: Fw: CityofMobile.org: Addressing City Council Submission
Date: Thursday, April 24, 2025 8:30:20 AM

From: cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>
Sent: Wednesday, April 23, 2025 11:31:08 PM
To: City Clerk <cityclerk@cityofmobile.org>
Subject: CityofMobile.org: Addressing City Council Submission

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

Name: Debra Ann Crabtree

Date To Address Council: 2025-04-29

Address: 5311 Moffett Road Mobile AL 36618

Email: ndptf22alabama@gmail.com

Phone: (251) 510-8337

Subject And Specific Questions: Alabama National Day of Prayer Region 6 Gulf Coast

Pertain To City Business: Observance at Brookley By The Bay

Signature: Debra Ann Crabtree

Signature Verify: X

Agree: X

Date Submitted: 2025-04-23 23:31:08

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

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning
of Property Located at 3300 Knollwood Drive

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

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

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

Sponsored by: Councilmember Josh Woods

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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

The classification of said property is hereby changed from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an R-3, Multi-Family Residential Suburban District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in an R-3, Multi-Family Residential Suburban District, until all of the conditions set forth below have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code;* and, 4. Full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

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

Synopsis of Proposed Amendment to the Zoning Ordinance

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

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

The proposed amendment to the Unified Development Code changes the classification of the subject property from R-1, Single-Family Residential Suburban District, and B-1, Buffer Business Suburban District, to R-3, Multi-Family Residential Suburban District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in R-3 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in R-3 districts until the following conditions have been complied with: 1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code; and, 4. Full compliance with all municipal codes and ordinances.

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

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

Sponsored by: Councilmember Josh Woods

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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

The classification of said property is hereby changed from **R-1, Single-Family Residential Suburban District**, and **B-1, Buffer Business Suburban District**, to **R-3, Multi-Family Residential Suburban District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in an **R-3, Multi-Family Residential Suburban District**, provided,

however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in aa **R-3, Multi-Family Residential Suburban District**, until all of the conditions set forth below have been complied with: **1. Limited to the Voluntary Conditions and Use Restrictions submitted by the applicant; 2. Recording of the Voluntary Conditions and Use Restrictions in Mobile County Probate Court; 3. Compliance with all Traffic Engineering comments noted in the staff report, amended as follows: *A traffic impact study will be required for the subdivision. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code*; and, 4. Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

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



Voluntary Conditions & Use Restrictions

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

N/A

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

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

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

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF Alabama
COUNTY OF Mobile
CITY OF Mobile

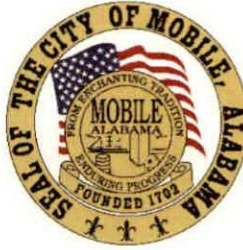
I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that _____ whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily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

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

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027





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

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

Dear Council Members:

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

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

Copies of the application and report are attached.

Sincerely,

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION
February 21, 2025

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

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

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

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

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

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

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

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

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

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 
Stephen Guthrie
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL JR, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3330 KNOLLWOOD DRIVE.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

JERRY BYRD AT BYRD SURVEYING

Designee (1)

bvrd@surveying.biz

Email

251-476-5010

Phone Number

CASEY PIPES

Designee (2)

icp@helmsinglaw.com

Email

251-432-5521

Phone Number

Clarence Ball Jr
Signature of Company Owner

2-14-23
Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

Revised February 2022



Voluntary Conditions & Use Restrictions

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

N/A

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

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

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

Clarence Ball Jr
Owner Signature

2-14-25
Date

Applicant Signature

Date

STATE OF

Alabama

COUNTY OF

Mobile

CITY OF

Mobile

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

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

Pamela N. Griffin
Notary Public

My commission expires: 04.13.2027



SUPPLEMENTAL JUSTIFICATION TO REZONING APPLICATION

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

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

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

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



Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	KARI GIVENS	
Firm:	BYRD SURVEYING	
Phone:	251-476-5010	
Email:	byrd@byrdsurveying.biz	
Address:	2609 HALLS MILL ROAD	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Printed February 11, 2016

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

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

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

747674 SF
 Property Area (acres or square feet)
 R-3 (SUBURBAN)
 Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Clarence Ball
 Owner Signature

1-16-2025
 Date

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

1/16/2025
 Date

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

Kari P. Giv
 Applicant or Agent Signature

1/16/2025
 Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
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CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

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

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

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

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

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

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

Revised February 2016

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

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

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

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

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

ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

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

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

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

Rev. 2-2019



City of Mobile • Planning & Zoning
Corporate Letter of Authorization

I, CLARENCE BALL, give authority for the following person(s) to execute all documents and activities (including but not limited to: submitting and signing for associated applications for consideration by the Mobile City Planning Commission and/or Board of Zoning Adjustment) with the City of Mobile Planning & Zoning Department, on behalf of GK LAND HOLDINGS, LLC, a corporation for the property located within the city limits of Mobile, Alabama at 3300 KNOLLWOOD DRIVE.

Furthermore, I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission and/or Board of Zoning Adjustment application, a public notice sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

BYRD SURVEYING

Designee (1)

byrd@surveying.biz

Email

251-476-5010

Phone Number

Designee (2)

Email

Phone Number

Clarence Ball
Signature of Company Owner

1-16-2025
Date

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

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

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

- | | |
|---|--|
| ☒ Planning Commission Application

☐ Neighborhood Meeting documentation
☒ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission

☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|---|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

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

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

TRADITIONAL CENTER

Future Land Use Map (FLUM) Designation

R-3 (SUBURBAN)

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

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

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

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

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2019

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

THERE ARE NO NEW DEVELOPMENTS IN THE AREA.

2. Describe the surrounding land uses.

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

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

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

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

ADEQUATE INFRASTRUCTURE IS IN PLACE.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

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

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

N/A

Build Mobile, PO Box 1827, Mobile, Alabama 36633

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

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

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

Revised February 2024

LEGAL DESCRIPTION:

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

B-1 ZONING

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

R-1 ZONING

B-1 ZONING
PROPOSED R-3

R-1 ZONING
PROPOSED R-3

RBF
(5/8")

N 00°16'02" E 786.33'

651.40'

(R&C)

CRF

N 00°17'15" E 672.12'

CTF

(10)

(11)

(12)

(13)

(14)

(15)

(16)

(17)

(18)

(19)

(20)

(21)

(22)

(23)

(24)

100' MINIMUM BUILDING SETBACK

17.164 AC.±
747,874 S.F.±

DETENTION BASIN

2A/2B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

3A/3B

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3A/3B

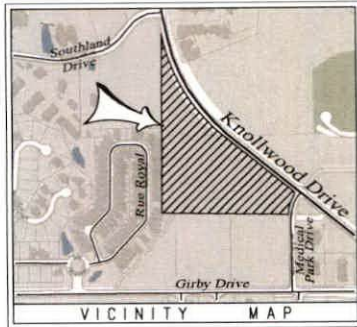
3A/3B

3A/3B

3A/3B

LEGEND

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



REZONING FOR KNOLLWOOD ACTIVE ADULT COMMUNITY

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

BYRD SURVEYING

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

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

Byrd Surveying

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

January 14, 2025

Dear Neighbor,

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

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

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

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

Date: January 30, 2025

Time: 4:15 p.m.

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

Sincerely,



Gerald D. Byrd
GDB/kpg



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

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

Date of Submittal: 2/3/2025

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

Neighborhood Meeting Date: JAN. 30, 2025

Neighborhood Meeting Time: 4:15 PM

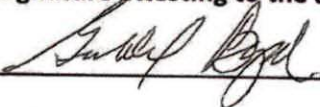
Neighborhood Meeting Location: ALTA POINTE, 5750 SOUTHLAND DR., MOBILE

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

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

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

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

X  Date: 1/31/2025

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

Neighborhood Meeting

Date: JAN 30, 2025

Time: 4:15 PM

Location of Neighborhood Meeting: _____

ALTA POINTE, 5750 SOUTHLAND DRIVE, MOBILE

Project Location: 3300 KNOWLEDGE DRIVE

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

B-1 AND R-1 TO R-3

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

X [Signature] Date: 1/30/2025

Please Sign In:

Name: Phil GABRIEL Email: contactdxd@aol.com

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

Name: Chadwick Bourque Email: ChadwickBourque@gmail.com

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

Name: TERRY STEWART Email: terry5626@hotmail.com

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

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

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

Neighborhood Meeting Sign-In Sheet

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

Meeting Location: ALTA POINTE
 Application(s): _____

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

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

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

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

Name: Gynthia Byrd Email: chyd2900@gmail.com
 Address: 2900 Blue Ridge Dr. E 36693 Phone: 251-753-5292

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

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

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

Neighborhood Meeting Sign-In Sheet

Date: Jan 30 2025
 Applicant: GK LAND HOLDINGS LLC

Meeting Location: AVA Pointe
 Application(s): _____

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

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

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

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

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

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

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

Name: Lori D SCHNEIDER Email: lorischneider269@gmail.com
 Address: 3620 VISTA RIDGE DR. WEST Phone: 251-802-~~2009~~ 0009

Neighborhood Meeting Sign-in Sheet

Date: Apr 30, 2015

Applicant: GR LAND HOLDINGS LLC

Meeting Location: Acra Pointe

Application(s):

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

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

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

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

Name: Barbara "Jane" Xander Address: 3444 Rue Royal Email: Frederic@ZBellSouth.net Phone: 251-955-5489

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

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

Name: Chris Southen Address: 3484 Rue Royal Email: csouthen@bellsouth.net Phone: _____

Neighborhood Meeting Sign-In Sheet

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

Meeting Location: ALTA POINTE
Application(s): _____

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

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

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

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

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

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

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

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

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

Katelin Shea Howell
5817 Blue Ridge Dr S
Mobile, AL 36693
katelinhowell08@gmail.com

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

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

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

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

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

Jack & Janine Brunet
5912 Couton DR
Mobile AL 36693

jbrunet5878@comcast.net
251-341-0751

Eileen Becker
5755 Mal Dr.
Mobile AL 36693

rwbturtle@aol.com
251-454-5912

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

dh301@bellsouth.net
251-666-8733

John Chieh
5770 Rue conti
Mobile, AL 36693

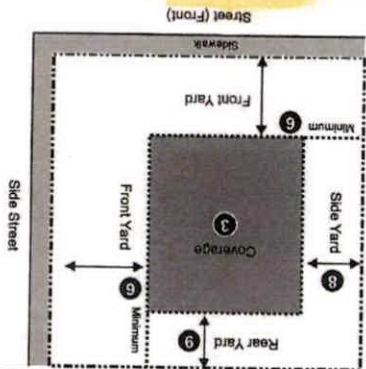
Jnsch2000@yahoo.com
251-366-1835

6

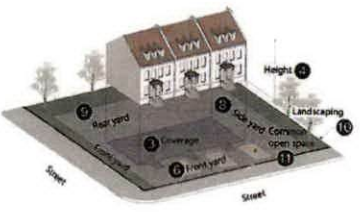
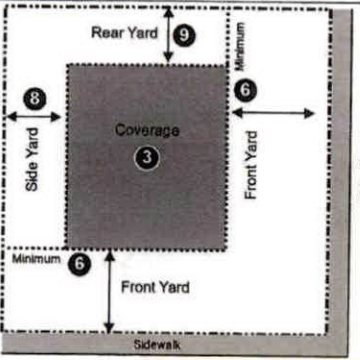
Article 2 Zoning Districts

R-1

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



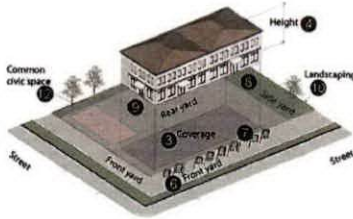
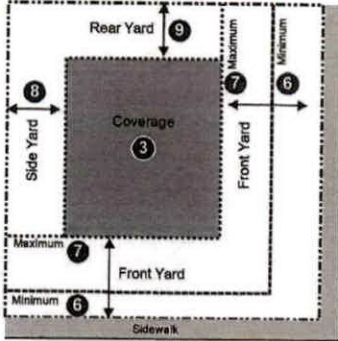
R-3

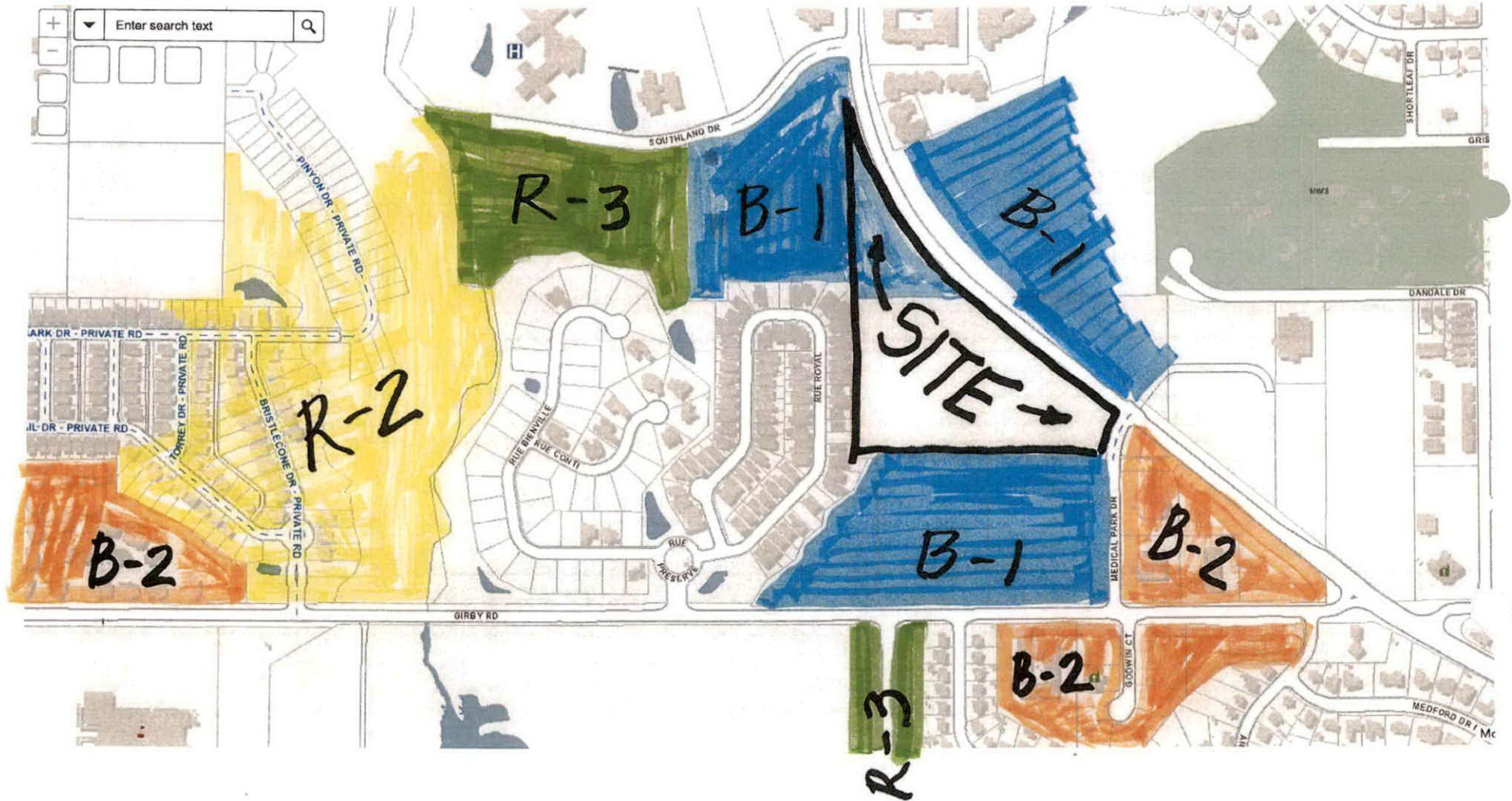
			
	District →	R-3 Urban	R-3 Suburban
1	Lot area (minimum)	4,000 square feet	10,000 square feet
2	Density (maximum)	30 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	50%	45%
4	Height (maximum)	45 feet	50 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front Yard (minimum)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

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

Article 2 Zoning Districts

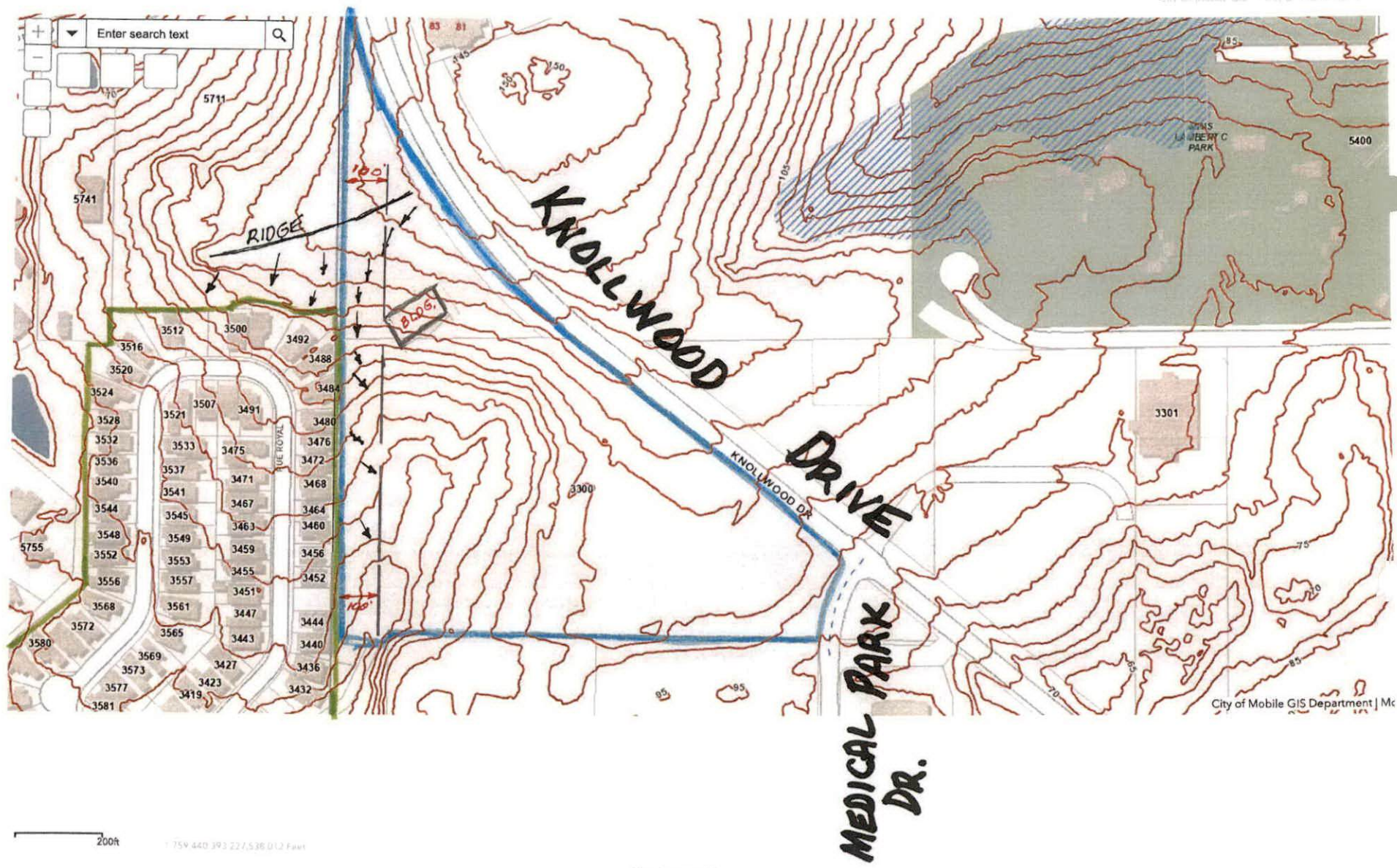
B-1

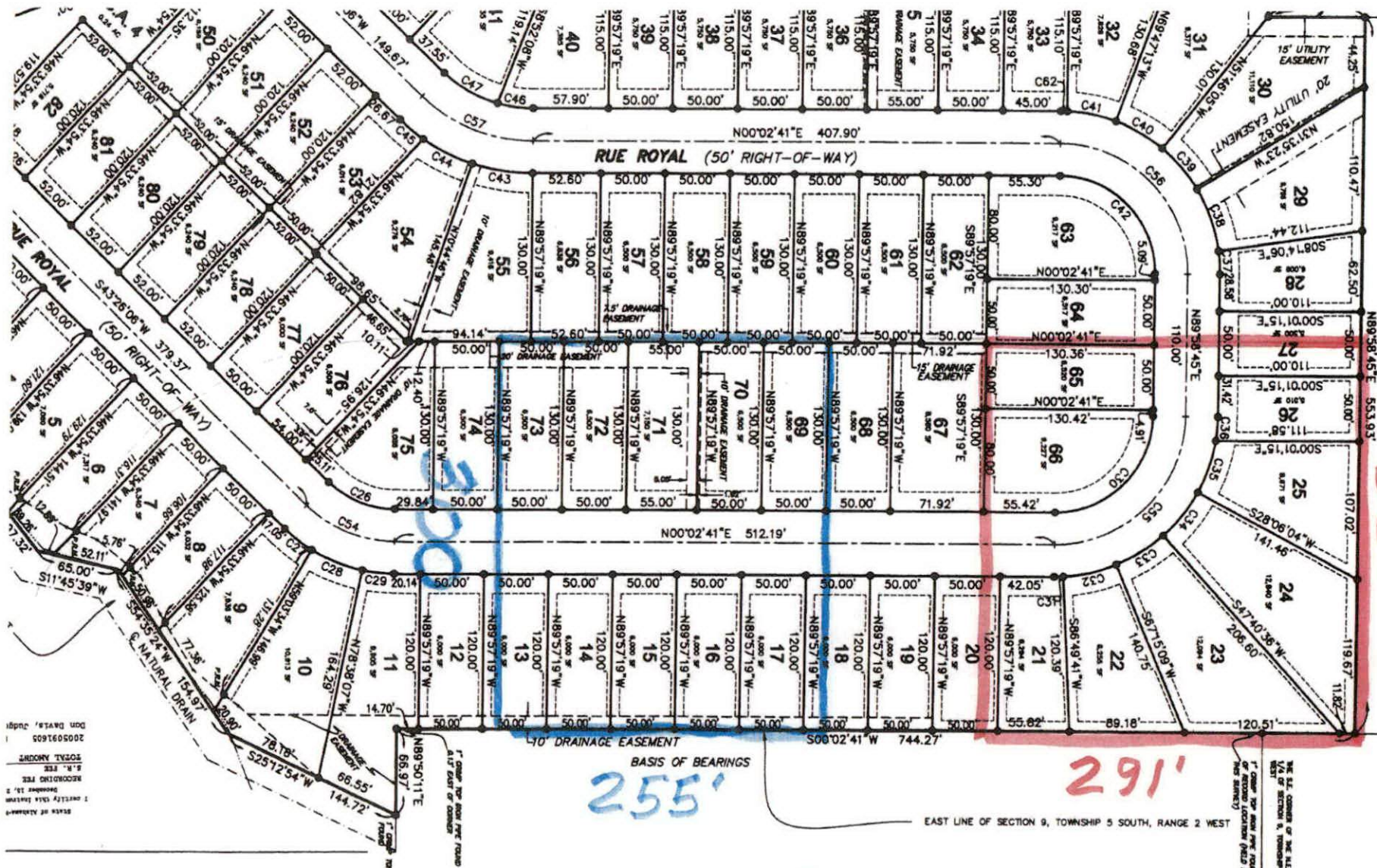
			
District		Street (Front)	
		B-1 Urban	B-1 Suburban
1	Lot area (minimum)	4,000 square feet	7,200 square feet
2	Density (maximum)	25 dwelling units/acre	25 dwelling units/acre
3	Coverage (maximum)	45%	45%
4	Height (maximum)	45 feet	45 feet
5	Building Size (maximum)	Not Applicable	Not Applicable
6	Front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



1760 314 966 228 041 340 Feet

All rights reserved





January 14, 2025

Dear Neighbor,

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

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

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

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

Date: January 30, 2025

Time: 4:15 p.m.

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

Sincerely,

Gerald D. Byrd
GDB/kpg

NEIGHBORHOOD MEETING FOR THE KNOLLWOOD PLACE, FIRST ADDITION REZONING

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

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

TOPICS DISCUSSED WHEN MEETING WAS OPENED TO QUESTIONS:

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

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

GERALD D. BYRD

Byrd Surveying
2609 Halls Mill Road
Mobile, AL 36606

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

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

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

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

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

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

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

Gary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

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

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

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

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

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

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

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

Lakesha L. Brackins
3424 Rue Royal
Mobile, AL 36693

Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

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

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

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

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

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

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

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

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

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

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



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025



January 17, 2025

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

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

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

Dear Mobile City Planning Commission,

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

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

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

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

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

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

Thank you for your attention to this matter.

Sincerely,

[Your Name] - *Yohannes Bekele*

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

5758 Roe Gault Mobile, AL 36693

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

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Thank you for your attention to this matter.

Sincerely,

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

[Your email address]

Pulak_ranjan_de@yahoo.com

*5755 Rue Conti
Mobile, AL 36693*

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

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

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

5755 RUC conti
Mobile, AL 36693
LIPKA DEY Lipika Dey
lipikadey79@gmail.com

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

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

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Thank you for your attention to this matter.

Sincerely,



CLINT GUTHRIE - HOA PRESIDENT, THE PRESERVE
3521 RUE ROYAL
MOBILE AL 36693
CLINTGUTHRIE@YAHOO.COM

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

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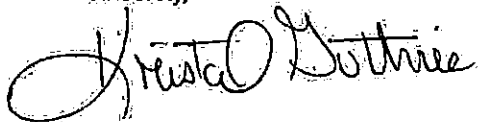
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Thank you for your attention to this matter.

Sincerely,



Kristal Guthrie (HOA Secretary, The Preserve)
3521 Rue Royale
Mobile, AL 36693
kristalg3@gmail.com

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

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Thank you for your attention to this matter.

Sincerely,

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

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

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

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Thank you for your attention to this matter.

Sincerely,

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



scmijal@gmail.com

3568 Roe Royal Mobile, AL 36693

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

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

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Thank you for your attention to this matter.

Sincerely,

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

Sherry B. May
3488 Rue Royale
Mobile, AL 36693

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

From Jack McCaskill <jack_mccaskill@yahoo.com>

Date Tue 2/18/2025 9:40 PM

To Planning <planning@cityofmobile.org>

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

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

Dear Mobile City Planning Commission,

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

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Thank you for your attention to this matter.

Sincerely, Jack M MCCASKILL

3463 Rue Royal

Mobile, AL 36693

Email: jack_mccaskill@yahoo.com

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

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Thank you for your attention to this matter.

Sincerely,

[Your Name]

[Your email address]

Melville Sternberg, MD
STERNBERGM@YAHOO.COM

3472 Rue Royale Mobile, AL 36693

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

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

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

Thank you for your attention to this matter.

Sincerely,

[Your Name]

Carlos + Vivian Thompson

[Your email address]

putt4shob@aol.com

3451 Rue Royale
Mobile, AL 36693

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

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

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

Dear Mobile City Planning Commission,

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

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

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

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

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

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

Thank you for your attention to this matter.

Sincerely,

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

Suzanne Doechter
3484 Bee Royal
Mobile, AL 36693

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

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

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

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

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

Thank you for your attention to this matter.

Sincerely,

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

Chris Lauchter
3484 Rue Royal
Mobile, AL 36693

Zoning Change Request for 3300 Knollwood Dr.

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

Date Tue 2/18/2025 5:10 PM

To Planning <planning@cityofmobile.org>

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

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

Hello,

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

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

Thank you for your consideration.

Sincerely,
Gary A Wanner
3001 Alexandria Court
Mobile, 36693

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

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

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

Dear Mobile City Planning Commission,

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

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

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

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

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

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

Thank you for your attention to this matter.

Sincerely,

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

Kathy Brannon
3488 Rue Royal
Mobile, AL 36693

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

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

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

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

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

Dear Mobile City Planning Commission,

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

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

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

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

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

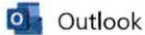
Considering these concerns, I urge you to reconsider the rezoning application and explore alternative solutions that would not compromise the integrity of our neighborhood or the Environmental Studies Center.

Thank you for your attention to this matter.

Sincerely,

Allison Chung

lilhwn2@yahoo.com



Outlook

3800 Knollwood Drive, zon-udc-003210-2025

From Robin Crusse <robincrusse@yahoo.com>

Date Sun 2/16/2025 10:21 PM

To Planning <planning@cityofmobile.org>

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

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

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

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

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

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

From Robin Elliott <trj1003@gmail.com>
Date Tue 2/18/2025 11:32 AM
To Planning <planning@cityofmobile.org>

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

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

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

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

Dear Mobile City Planning Commission,

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

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

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

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

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

Thank you for your attention to this matter.

Sincerely,

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



Outlook

Information For Stopping Zoning

From salfam0184@earthlink.net <salfam0184@earthlink.net>

Date Sat 2/15/2025 2:03 PM

To Planning <planning@cityofmobile.org>

Cc salfam0184@earthlink.net <salfam0184@earthlink.net>

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

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

Good afternoon, City of Mobile,

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

Sincerely
Rick C Salmon
916-606-3851 Mobile phone

February 17, 2025

COMMENTS RE: The Knollwood Place, First Addition

Carolyn J White
3456 Rue Royal
Mobile, AL. 36695

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

Below are my concerns thus far:

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

Thank you,
Carolyn J. White

Online Comments received for PC – February 20, 2025

Agenda #14 ZON-UDC-003166-2024

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

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-01-30 01:08:08

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

Agenda #14 ZON-UDC-003166-2024

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

Stephen Russell

sr62180@gmail.com

616 Shenandoah Rd W

2025-02-07 23:49:32

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

Agenda #14 ZON-UDC-003166-2024

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

Jessica Henderson

jnhenderson@gmail.com

6012 Shenandoah Rd. N.

2025-02-10 15:04:28

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

Agenda #14 ZON-UDC-003166-2024

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

Roger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-14 01:05:49

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

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

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

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

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

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

Agenda #14 ZON-UDC-003166-2024

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

John Bridges

jbrdg1@bellsouth.net

6036 Sussex Dr

2025-02-18 02:05:52

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

Agenda #14 ZON-UDC-003166-2024

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

Miller Mosley

millermosley1@gmail.com

6126 Pherin Woods Ct

2025-02-18 20:53:43

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

Agenda #14 ZON-UDC-003166-2024

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

Stefan & Tom Koerner

stefan.koerner@evonik.com

6098 Pherin Woods Ct.

2025-02-18 21:52:05

We completely disagree with the rezoning of the property.

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

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

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

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

Agenda #14 ZON-UDC-003166-2024

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

Rodger Woods

cwoods@lsu.edu

6094 Pherin Woods Ct

2025-02-19 14:38:26

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

Agenda #14 ZON-UDC-003166-2024

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

James Mark Swanzy

markswanzy@gmail.com

6139 Pherin Woods Ct

2025-02-19 15:32:53

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Charly Luellen
molulu@msn.com
5552 James Madison Dr N
2025-02-18 01:13:19

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

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

Joan Gardner
jlgardner723@gmail.com
5550 James Madison Drive S
2025-02-18 15:14:20

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

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

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

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

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

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

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

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

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

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

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

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:00:55

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

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

Cary Reams

maxax777@icloud.com

5708 Travelers Ct

2025-02-19 18:05:13

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

Byrd Surveying

2609 Halls Mill Road
Mobile, AL 36606

GK Land Holdings, LLC

1 Southern Way
Mobile, AL 36619

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

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

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

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

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

Suzan & Frederick Touchton
3484 Rue Royal
Mobile, AL 36693

Robin J. Elliott
3480 Rue Royal
Mobile, AL 36693

ary & Melanie Olsen
3476 Rue Royal
Mobile, AL 36693

Melville & Odette Sternberg
3472 Rue Royal
Mobile, AL 36693

Daniel & Kimberly Blaich
3468 Rue Royal
Mobile, AL 36693

Jamie Barron
3464 Rue Royal
Mobile, AL 36693

Darrell R. Skipper
3460 Rue Royal
Mobile, AL 36693

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

Floyd & Debra Stringfellow
3452 Rue Royal
Mobile, AL 36693

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

Barbara N. Fretwell
3444 Rue Royal
Mobile, AL 36693

William & Phyllis Bullock
3440 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
3476 Rue Royal
Mobile, AL 36693

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

Richard & Joyce Florence
3436 Rue Royal
Mobile, AL 36693

Lawrence & Barbara Lemke
3432 Rue Royal
Mobile, AL 36693

Loupe Development, LLC
19644 S. Muirfield Circle
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3424 Rue Royal
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Mariam Ayad Yousef
30369 Maury Court
Spanish Fort, AL 36527

Hoang Duong Do
3423 Rue Royal
Mobile, AL 36693

Leslie & Susanne Dukes
3427 Rue Royal
Mobile, AL 36693

Roderick & Laquise Mitchell
3443 Rue Royal
Mobile, AL 36693

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

Carlos & Vivian Thompson
3451 Rue Royal
Mobile, AL 36693

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

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

Jack & Melanie McCaskill
3463 Rue Royal
Mobile, AL 36693

Luther & Deborah Hartley
3467 Rue Royal
Mobile, AL 36693

Huong Thi Tran
3471 Rue Royal
Mobile, AL 36693

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

Billy & Rhonda Daniels
3491 Rue Royal
Mobile, AL 36693

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

Amy E. Deas
3500 Rue Royal
Mobile, AL 36693

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



Agenda Item # 15

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

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

[Applicant Materials for Consideration – Subdivision](#)

[Applicant Materials for Consideration – Rezoning](#)

DETAILS

Location:

3300 Knollwood Drive

Subdivision Name:

The Knollwood Place, First Addition

Applicant / Agent:

Jerry Byrd, Byrd Surveying, Inc.

Property Owners:

GK Land Holdings, LLC

Current Zoning:

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

Proposed Zoning:

R-3, Multi-Family Residential Suburban District

Future Land Use:

Low Density Residential
& Traditional Center

Applicable Codes, Policies, and Plans:

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

Proposal:

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

Commission Considerations:

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

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PLANNING COMMISSION **VICINITY MAP - EXISTING AERIAL**



The site is surrounded by residential units.

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



SITE HISTORY

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

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

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

STAFF COMMENTS

Engineering Comments:

Subdivision:

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

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

Rezoning:

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

Traffic Engineering Comments:

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

Subdivision

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

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

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

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

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

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

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

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

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

Rezoning

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

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

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

SUBDIVISION CONSIDERATIONS

Standards of Review:

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

Considerations:

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

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

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

REZONING CONSIDERATIONS

Standards of Review:

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

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

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

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

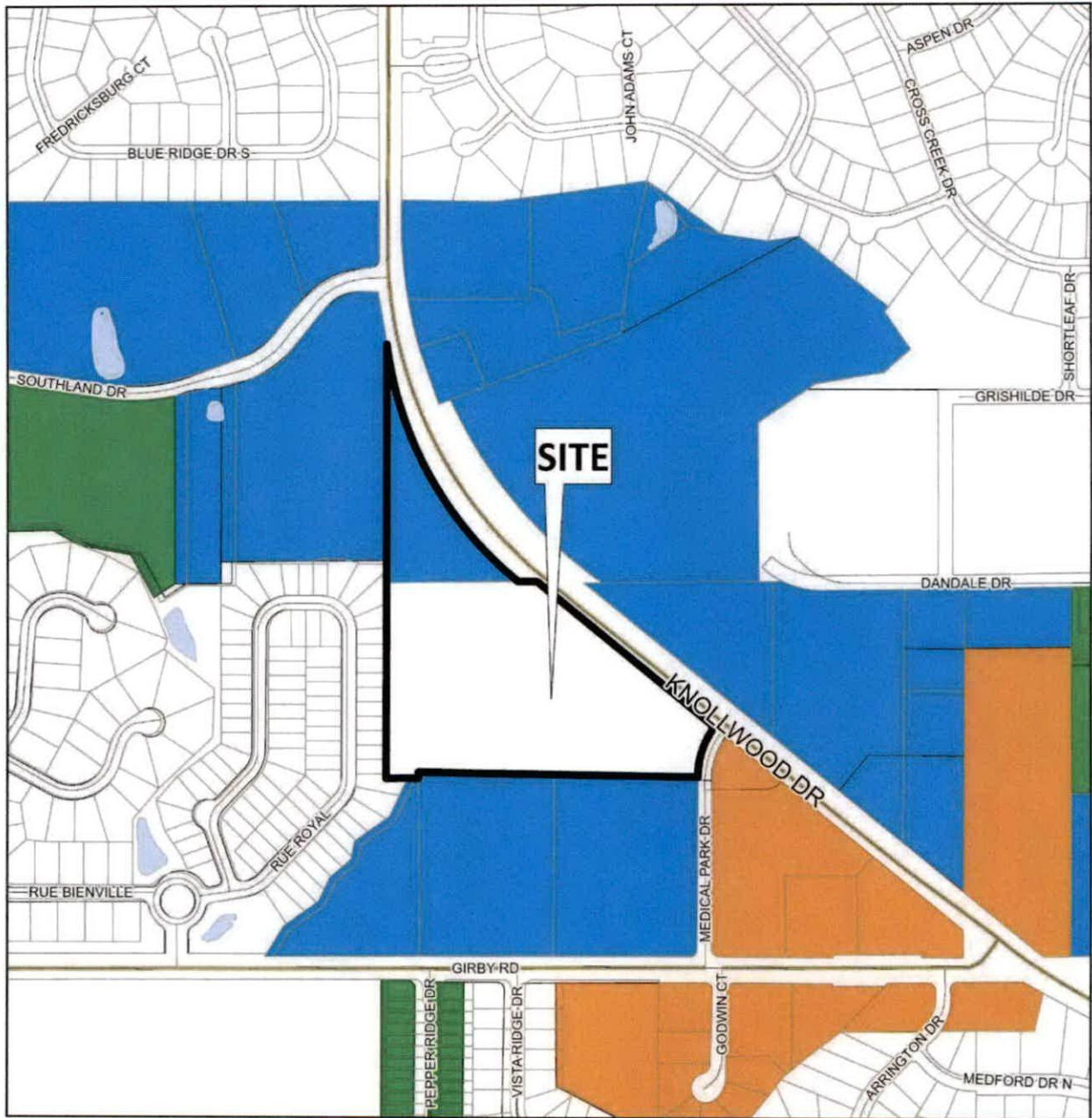
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

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

1. Full compliance with all municipal codes and ordinances.

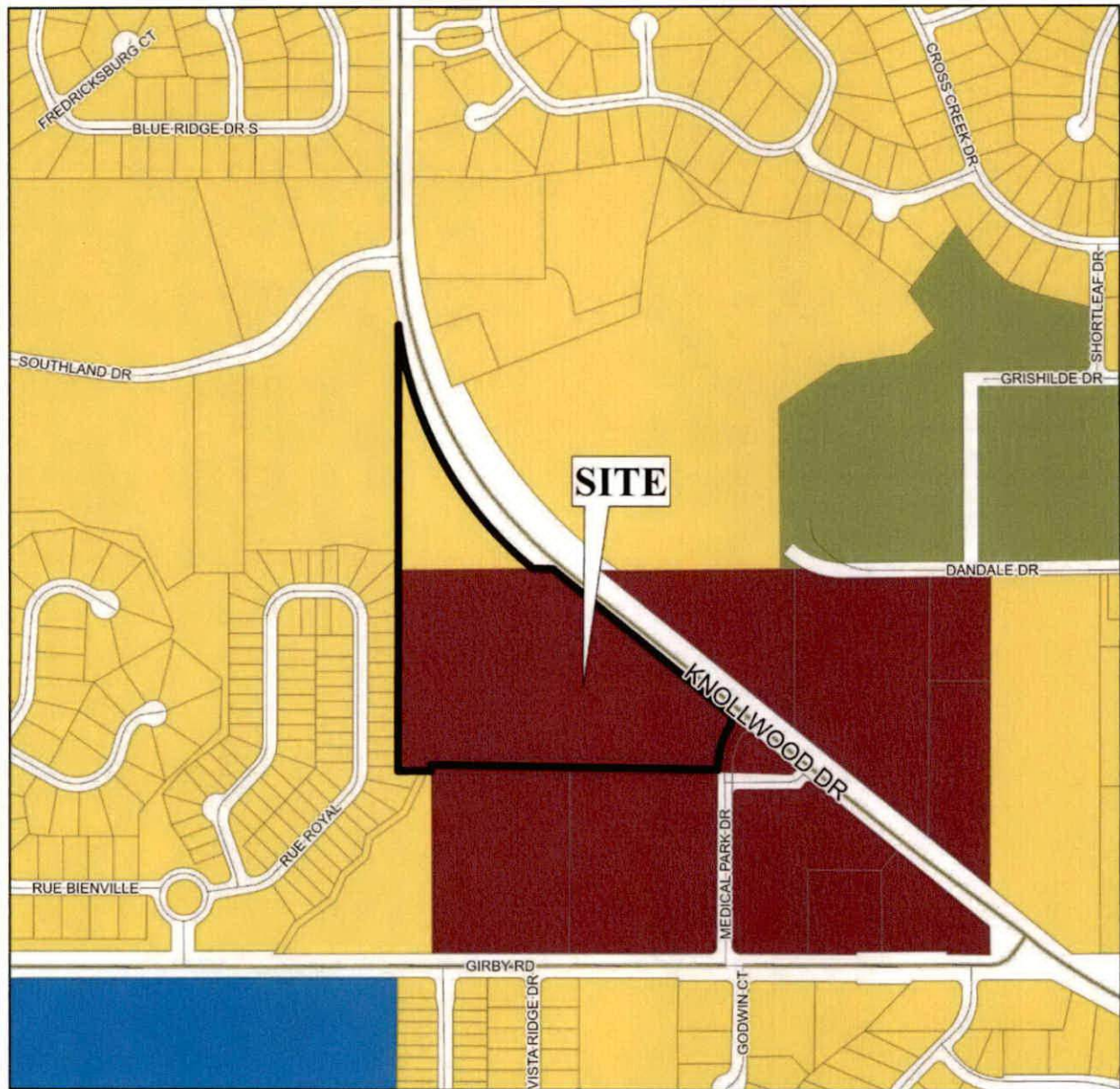
LOCATOR ZONING MAP



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



FLUM LOCATOR MAP



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

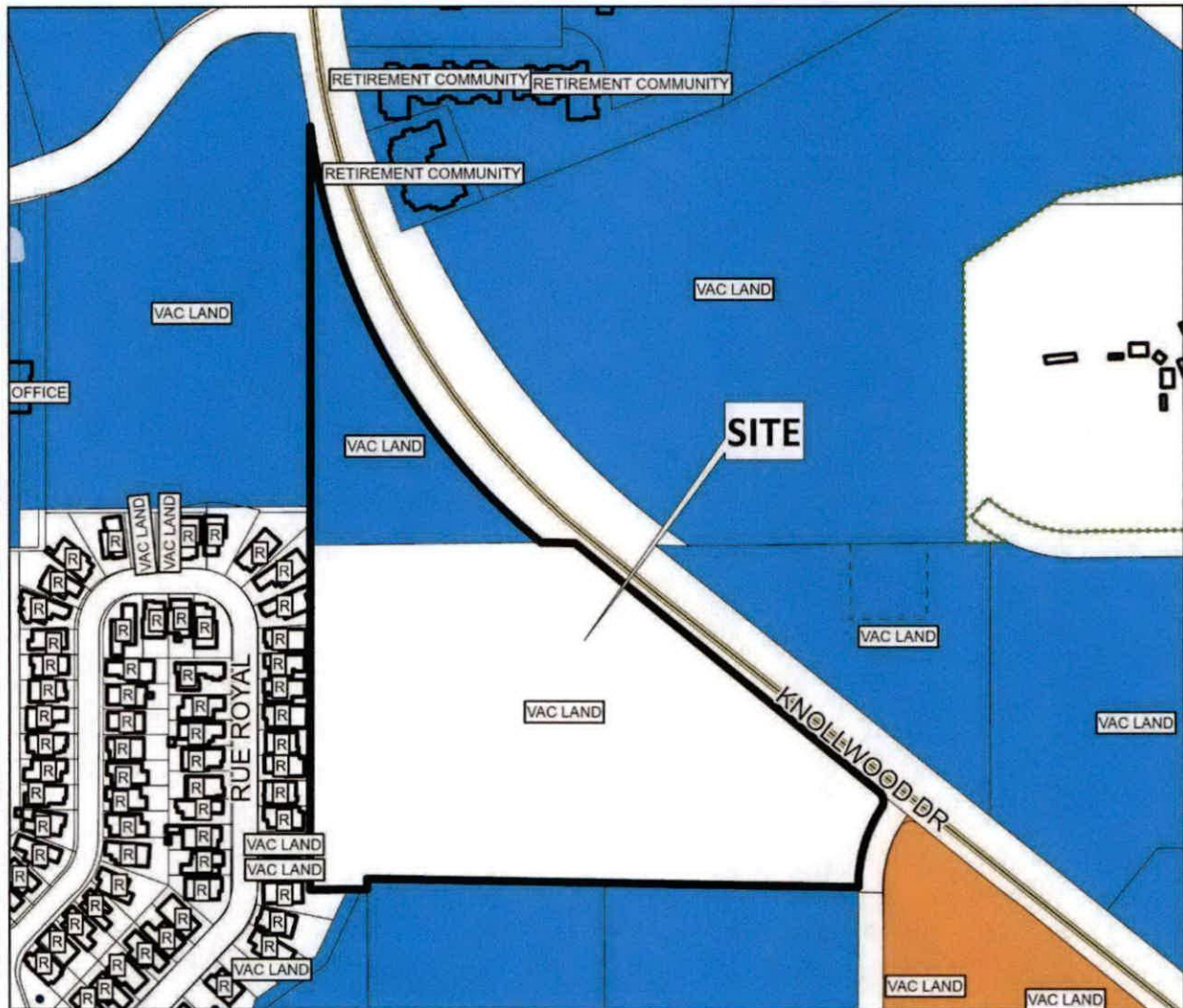
REQUEST Subdivision, Rezoning from R-1 and B-1 to R-3

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



PLANNING COMMISSION

VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 15 DATE February 20, 2025

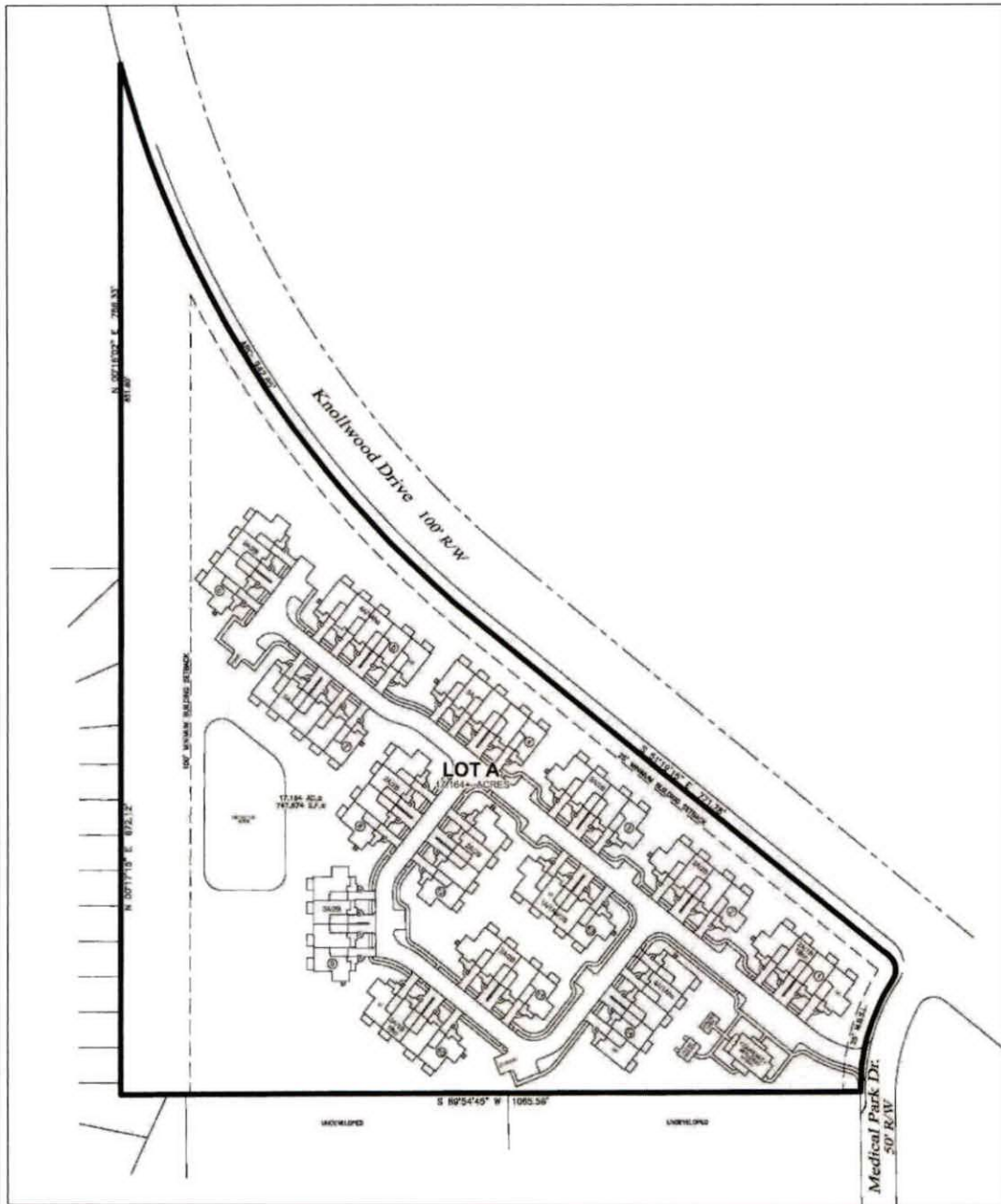
APPLICANT The Knollwood Place, First Addition

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

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



SITE PLAN



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

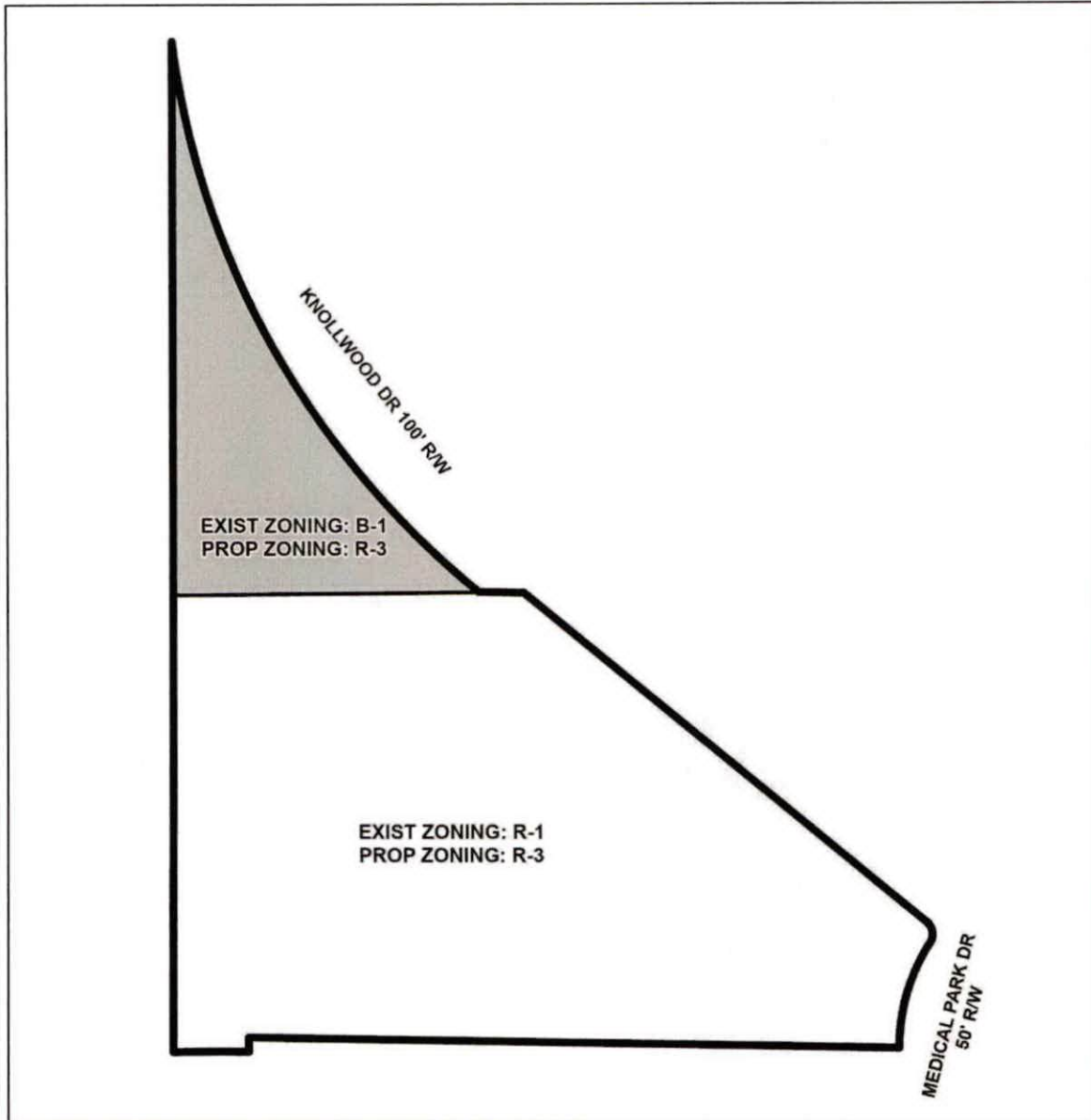
APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



DETAIL SITE PLAN



APPLICATION NUMBER 15 DATE February 20, 2025

APPLICANT The Knollwood Place, First Addition

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



ZONING DISTRICT CORRESPONDENCE MATRIX															
		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER-BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

Residential Land Use

LOW DENSITY RESIDENTIAL (LDR)

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

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

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

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

NEIGHBORHOOD CENTER (NC)

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

General Principles for Neighborhood Centers:

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

neighborhood intersections or along short road segments.

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

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

Additional Attributes of Neighborhood Centers:

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

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

AN ORDINANCE TO AMEND THE CHAPTER 25, (GARBAGE, TRASH, AND LITTER) ARTICLE I, (GARBAGE AND TRASH) SECTIONS 5 (HOUSEHOLD GARBAGE) and ARTICLE III, (ENFORCEMENT), SECTION 33 (PENALTIES) CITY OF MOBILE'S MUNICIPAL CODE TO CHANGE TIMING OF PLACEMENT AND REMOVAL OF GARBAGE CARTS AND CHANGE PENALTIES

Sponsored by: Councilmember Josh Woods, District 6

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Mobile City Municipal Code Section 25-5 is amended and restated as follows:

(a) *Frequency*. Pickup of household garbage is once per week based on the household address. Holiday schedules may vary.

(b) *Garbage cart issuance*. The city will assign an initial ninety-six-gallon or sixty-four-gallon garbage cart to newly constructed residential units. All existing households eligible for collection are required to have a city-assigned garbage cart. An additional or replacement garbage cart may be assigned to the address by the city for a fee (for a total limit of two (2) per household). Title of the garbage cart shall at all times remain with the city. Payment options can be found by checking the city website at www.CityofMobile.org or by calling Mobile 311 at 251-208-5311.

(c) *Garbage carts*.

(1) All household garbage shall be contained inside plastic bags and placed inside of a city-issued garbage cart. All garbage carts shall be closed to prevent animals from scattering the garbage. Garbage carts overloaded so that lids will not close will not be picked up.

(2) No intentional marking, drawing, or writing, or the intentional etching onto the exterior of the garbage cart is allowed. Address may be added to the inside of the lid using any preferred method except etching.

(3) Removal of garbage cart from the assigned address shall be prohibited.

(4) If the garbage cart is damaged by the city beyond the point of serviceability, it will be replaced or repaired at no cost to the homeowner.

(5) Failure to comply with any provision of 25-5(c) shall be a violation punishable under article III hereof.

(d) *Quantity*. Each household shall be limited up to two (2) city-issued garbage carts. Unauthorized garbage carts will not be picked up.

(e) *Maintenance*. Garbage carts that have deteriorated to the extent of having jagged or sharp edges capable of causing injury to the garbage collectors or others whose duty it is to handle these carts, will not be collected. Deteriorated carts must be replaced at the cost of household. Garbage carts shall be kept cleaned, maintained, sanitized, and free of any other forms of deterioration inside and outside.

(f) *Location*. All garbage carts shall be placed curbside and not placed in the street. Garbage carts should be placed with the handle facing away from the street to ensure the cart is aligned with the garbage truck loading mechanism. Carts placed in medians or on vacant lots will not be collected. Carts shall not obstruct the flow of traffic. Garbage carts not serviced on the scheduled route due to placement or obstruction (i.e., blocked by vehicles, etc.) will not receive additional/return service.

(g) *Time*. Household garbage containers shall be placed by the curb no earlier than 5:00 am the day before regular collection day, and empty containers should be returned to the household as soon as possible, but not later 6:00 am the day following collection day. If a resident does not know the collection day for their area, they may request this information by contacting Mobile 311 at 251-208-5311 or check the city website at www.cityofmobile.org. It shall be a violation of this chapter punishable under article III hereof to allow a container to remain by the curb beyond the time stated above.

(h) *Hazardous materials/waste*. It shall be a violation punishable under article III hereof to place these materials, as defined in 25-2, in garbage carts even if they are in a plastic bag.

(i) *Scrap tires*. It shall be a violation punishable under article III hereof to place these materials, as defined in 25-2, in garbage carts.

(j) *Service on private roads*. Garbage pickup on private roads can be arranged if the roads are sized, and owner maintained sufficiently to allow for the access and movement of city public services vehicles. Contact public services for procedures and requirements. The city reserves the right to deny or cease service.

Mobile City Municipal Code Section 25-33 is amended and restated as follows:

Sec. 25-33. - Penalties.

(a) It shall be unlawful for any person to violate any provision of chapter 25.

(b) *First violation of chapter*. For a first-time violation of this chapter, a defendant may elect to plead guilty before a magistrate. The penalty shall be a fifty dollars (\$50.00) fine,

plus court costs. A defendant in lieu of appearing before a magistrate may sign a guilty plea and waiver of trial provisions on a municipal offense ticket or uniform nontraffic citation and complaint ("UNTCC") and deliver the amount of the fine and costs to the clerk of the municipal court, or mail the correct amount pursuant to this section to the clerk of the municipal court, P.O. Box 2446, Mobile, Alabama 36652.

(c) Subsequent violations of chapter. For subsequent violations of this chapter a court appearance is required.

(d) Each day a separate violation. Each day a violation of this chapter is committed or permitted to continue shall constitute a separate offense.

(e) Penalty. Any person who appears in municipal court and is found guilty of a violation of this chapter may, in the discretion of the court, be punished by a fine of up to three hundred fifty dollars (\$350.00); or, in the alternative, may be subject to any lawful order including without limitation, community service or remedial action, including but not limited to picking up litter.

(f) Revocation or suspension of business license. Three (3) convictions of chapter 25 within a twelve-month period for offenses by a business establishment, or its agents, will result in immediate placement on the city council agenda for consideration of the suspension or revocation of the business license. See the City of Mobile Code, chapter 34.

(g) Schedule of fines. A schedule of fines for violations of this chapter shall be published in the municipal court magistrate's fine schedule, which appears at section 1-32 of the City Code.

ADOPTED:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

RESOLUTION

Sponsored by: Mayor William S. Stimpson

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
MOBILE, ALABAMA**, that the sum of \$600,000.00 in the Capital
Improvement Fund (2000) be reallocated from Capital Project C0291 CIP
Mobile Greenway Initiative to Capital Project C0721 US 45 Median
Improvements.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

Contract #5336

April 15, 2025



Dear Councilmembers:

The attached design and engineering contract is between McCrory & Williams, Inc. and the City of Mobile for the amount of \$56,900.00. The scope of work for this project is to repair, stabilize and mitigate drainage issues in the areas draining into 12 Mile Creek near Museum Drive. This will address issues with existing drainage inlets, pipe outfalls and continuously eroding areas between the Azalea Golf Course and 12 Mile Creek, which is the location of a recent major project to stabilize the over 2 miles of the creek from erosion and prevent further sediment accumulation in Langan Lake. Recent storms have further damaged these areas, causing instability in the face of more frequent storms. This project is funded through an allocation from the Stormwater Fee Fund.

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

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Department of Engineering and Infrastructure

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, 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. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: McCrory & Williams, Inc.

Project Name: Erosion Mitigation at Azalea Golf Course and 12 Mile Creek
COM Project No. 2025-3005-20

Cost: \$56,900.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Erosion Mitigation at Azalea Golf Course and 12 Mile Creek

CAPITAL PROJECT # ~~61027~~ 10647 ¹⁶ DATE OF RECEIPT 4/16/25

DEPT. PROJECT # 2025-3005-20

PROJECT DESCRIPTION

Design and engineering to repair and stabilize erosion into 12 Mile Creek

CONTRACT AMOUNT \$ 56,900.00

VENDOR NAME McCrory & Williams

VENDOR NUMBER 132093

DEPT # 2045 DEPT NAME PPM

CONTRACT ADMINISTRATOR _____

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 ☒ ; 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: Jennifer Greene Date 4/16/2025

Revised 5/16/2022 Tiffany Hollins



Erosion Mitigation at Azalea Golf Course and 12 Mile Creek

PROJECT NO. 2025-3005-20

**ENGINEER:
McCRORY & WILLIAMS, INC.**



**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT 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 **McCrory & Williams, Inc.** (hereinafter called the “ENGINEER”).

This Agreement, including its Exhibits, attached hereto, all incorporated herein, represents the entire agreement between Contractor and City with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between the parties in any way relating to the subject matter of this Agreement. Contractor and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

WHEREAS, **McCrory & Williams, Inc.** is uniquely qualified in the business of professional engineering and construction inspection services.

WHEREAS, the City of Mobile desires to engage **McCrory & Williams, Inc.** based upon its professional skill, competence, and personality especially suited to provide said services upon the following terms and conditions;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

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.

PROJECT MANAGER - That person designated by the CITY as PROJECT MANAGER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **MCCRORY & WILLIAMS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – Erosion Mitigation at Azalea Golf Course and 12 Mile Creek, PROJECT NO. 2025-3005-20. This is for engineering design and construction inspection for erosion repair and mitigation improvements on Azalea Golf Course and 12 Mile Creek. **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the PROJECT MANAGER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER**.

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the PROJECT MANAGER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will

ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

- a. Should the PROJECT MANAGER request, the ENGINEER shall schedule and conduct monthly meetings with the PROJECT MANAGER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.
- b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, maintenance and planning documents and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

- a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents
- b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.
- c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.

- d. Omit
- e. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the ENGINEER.
- f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**
- g. ENGINEER shall locate all utilities, contact utility companies, and show utilities on the plans in both plan and profile views, including contact information. ENGINEER shall coordinate resolution of utility conflicts and document all correspondence..
- h. ENGINEER shall prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.
- i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.
- j. If required, ENGINEER shall prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.
- k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.
- l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.

- m. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.
- n. Plan and coordinate with the Azalea City Golf Course staff to ensure continuity of PROJECT with the overall plan for the area.
- o. Prepare planning document for yearly maintenance of improvements by Azalea City Golf Course staff and/or City of Mobile.
- p. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

- (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.
- (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the PROJECT MANAGER.

b. Existing right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

- (1) Existing right of way, easements (temporary and permanent) and property lines.
- (2) Edge of existing and proposed Channel.
- (3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.
- (4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the PROJECT MANAGER no later than the 60% submittal.

4. Plans and Specifications

- a. The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, earthwork, and

landscaping. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

- b. The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT. The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.
- c. Plans shall be submitted at three (3) stages of development. PROJECT MANAGER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the PROJECT MANAGER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.
 - (1) **60% Design Submittal** (approximately 60% completion) shall be made **Four (4) weeks** after project commences. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans. Please note that 30% design submittal occurred in a previous project and is to be used as the basis of this design.
 - (2) **90% Design Submittal** (approximately 90% completion) shall be made **Four (4) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design

calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a “Plan-in-Hand” on-site review of the work will be made at this time with the PROJECT MANAGER and other City of Mobile project delivery team members. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

- (3) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 100% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the PROJECT MANAGER.
- (4) All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY’s tender of payment of fees.

- d. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.
- e. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the “As Built” plans submitted for final acceptance of the PROJECT.
- f. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY’s sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.
- g. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER’s standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies

upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an “Invitation for Bids” will be prepared by the ENGINEER and issued by the PROJECT MANAGER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:
 - a. Assist the PROJECT MANAGER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the PROJECT MANAGER.
 - b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.
 - c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the PROJECT MANAGER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.
 - d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER’s estimate of cost of the PROJECT should be indicated on this list.
 - e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.
 - f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the PROJECT MANAGER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.
 - g. Upon notification of award of the bid by the PROJECT MANAGER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR’s original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) business days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should

submit all five (5) contract agreements to the PROJECT MANAGER for execution by the CITY COUNCIL.

- h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

- a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

- a. ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.
- b. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.
- c. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.
- d. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.
- e. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.
- f. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

- a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The

INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the PROJECT MANAGER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the PROJECT MANAGER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the PROJECT MANAGER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

- b. The PROJECT MANAGER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.
- c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.
- d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the PROJECT MANAGER.
- e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.
- f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.
- g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final

Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

- h. No major changes in the “as bid” construction plans shall be made prior to submittal to the PROJECT MANAGER for review and administrative approval.
- i. The INSPECTOR must sign all asphalt tickets, at the site, previously signed by the materials testing firm’s representative, indicating the INSPECTOR’S approval of the materials to be installed.
- j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR’s equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.
- k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written “Punch List” of items to be completed prior to the ENGINEER’s recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the PROJECT MANAGER.
- l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the PROJECT MANAGER will conduct a final review. Following the PROJECT MANAGER’s concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

The ENGINEER’s invoice shall be submitted with the CONTRACTOR’S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

- a. The ENGINEER will be required to maintain strict review of progress of the PROJECT’s construction. A monthly time report shall be submitted to the PROJECT MANAGER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) business days of the original report date shall be documented by the ENGINEER and delivered to the

PROJECT MANAGER. At this time, the PROJECT MANAGER will intervene and resolve the dispute. The PROJECT MANAGER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

- b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.
- c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

- a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the PROJECT MANAGER within thirty (30) business days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.
- b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the PROJECT MANAGER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. TERMINATION

- a. The City shall have the right at any time upon thirty (30) calendar day's written notice to the ENGINEER to terminate the services of the ENGINEER. The City shall pay to the ENGINEER and the ENGINEER shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- b. Any failure of the ENGINEER to satisfy the requirements of this Contract, as documented by the Department Head, shall be considered a default of the Contract and sufficient reason for termination. 1. For defaults that are curable (as determined by the City), the ENGINEER shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) business days after notification. 2. For defaults that are not curable (as determined by the City), notice of the termination date shall be given as deemed appropriate by the City.

c. In the event the City's termination of this Contract for default is in any way deficient, at the option of the City such termination shall be deemed to be a termination for convenience pursuant to Section IV.a. above.

d. The parties may mutually agree to terminate this Contract. Such termination shall be evidenced by a notice issued by the City. The City shall pay to the ENGINEER and the ENGINEER shall accept as payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

e. In the event that the ENGINEER has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar day's written notice to the ENGINEER indicating its intention to do so. Payment for work performed prior to the ENGINEER'S abandonment shall be as stated above. ENGINEER shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.

f. The ENGINEER shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Department Head, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

g. After consultation with and written Notice to the ENGINEER providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to: 1. The quality of a portion, or all, of the ENGINEER'S work not performed in accordance with the requirements of this Contract; 2. The quantity of the ENGINEER'S work not delivered or performed as represented in the ENGINEER'S Payment Request, or otherwise; 3. Claims made, or likely to be made, against the City, or its property; 4. Damages to the City or a third party caused by ENGINEER; 5. The ENGINEER'S failure or refusal to perform any other obligation under this Contract.

h. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY.

V. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

- A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement.
- B. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for

providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

VI. COMPENSATION

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section VI shall be made **only** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is attached hereto and incorporated into this Agreement as Exhibit C Fee Schedule. 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 ENGINEER, as compensation for such professional engineering services, as shown in the in Exhibit C Fee Schedule attached hereto and incorporated herein, and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:
 - a. Task 1: Design services for 60%, 90%, and 100% construction documents in Section III. A-4 shall not exceed \$17,000.00 (Seventeen Thousand Dollars and Zero Cents).
 - b. Task 2: Bid Services and Contract Administration work performed in Section III. B-1 shall not exceed \$7,250.00 (Seven Thousand Two Hundred Fifty Dollars and Zero Cents).
 - c. Task 3: Survey and/or Easement Preparation in Section III. A-3 shall not exceed \$2,500.00 (Two Thousand Five Hundred Dollars and Zero Cents).
 - d. Task 4: Construction Inspection in Section III. C shall not exceed \$27,500.00 (Twenty-seven Thousand Five Hundred Dollars and Zero Cents).
 - e. Task 5: Maintenance Planning and Implementation in Section III. A-2o shall not exceed \$2,650.00 (Two Thousand Six Hundred Fifty Dollars and Zero Cents)

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

B.

f. 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 \$56,900.00 (Fifty-six Thousand Nine Hundred Dollars and Zero Cents).

- C. Notwithstanding the preceding, ENGINEER shall perform no work under this Contract until a receipt of a notice to proceed. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Contract and City may elect to issue no notice to proceed. If a notice is issued, the City reserves the right to amend, reduce or cancel the notice in its sole discretion.

VI. INDEMNITY AND INSURANCE REQUIREMENTS

- A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3, Alabama Code (1975) Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:

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

- B. INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit F, City of Mobile Insurance Requirements, attached hereto and made a part of this Agreement. For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

- 1. Professional Liability Insurance:

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

2. Workers' Compensation/Employer's Liability:

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

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

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

3. Comprehensive General Liability Insurance:

- a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.
- b. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

- a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- b. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

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

2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional 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, 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. COMPLIANCE WITH 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. Pursuant to Alabama Code (1975) Section 31-13-9, if Contractor employs one or more employees within the State of Alabama, Contractor shall provide documentation establishing that Contractor is enrolled in the *E-Verify* program. 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.

VIII. SOURCE OF FUNDS FOR PAYMENT

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

IX. ANTI-BOYCOTTING

ENGINEER agrees 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 of Alabama can enjoy open trade within the meaning of Alabama Code 41-16-5.

X. ANTI-DISCRIMINATION CLAUSE

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

fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this CONTRACT, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Mobile City, Alabama, with the parties sharing equally in the cost of such mediation.

B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Mobile City, Alabama, or where proper subject matter jurisdiction exists in the United States District Court for the Southern District of Alabama. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

D. ENGINEER agrees to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

E. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the ENGINEER shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XII. 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>. ENGINEER shall use TUC as an essential component to project management with the City of Mobile. Training will be provided by the City of Mobile prior to the start of the contract, if required.

XIII. DEFAULT/ BREACH.

Default. Default, for purposes of this CONTRACT, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during performance, 10) failure to maintain required insurance coverage, 11) use of

unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

XIV. EFFECT OF DEFAULT

A. Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by ENGINEER and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving ENGINEER written notice of such termination. In the event of termination of this Agreement by the City because of the ENGINEER's default or breach, the City may take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the ENGINEER and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

XV. WITHHOLDING PAYMENT DUE

A. Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

XVI. CURE PLAN

A. If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement

XVII. XXVII. MISCELLANEOUS

A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject

matter. No Amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

G. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

L. In the event of conflicts or inconsistencies between the provisions of this agreement and those in any attachment or Exhibit hereto, then the provisions of this agreement will take precedence and be applicable, binding and enforceable.

M. Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Contractor and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

N. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior

agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

O. Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

P. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

Q. Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

R. Attorney's Fees and Costs. If the City is required to take legal action to enforce this contract, the ENGINEER agrees to reimburse the City for all reasonable attorney's fees and associated costs incurred.

S. Non-Waiver of Rights. Failure by the City to enforce any provision of this contract shall not be deemed a waiver of its rights to enforce any other provision or the same provision in the future.

T. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of any governmental, sovereign, or other immunity by the City, its officials, or employees. All defenses and limitations of liability provided by law remain fully applicable.

U. NON-ASSIGNMENT. The City and Contractor each bind itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this agreement. The contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City, which such consent shall be granted or denied solely at the City's sole discretion.

V. 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. No representations, warranties, or stipulations, either oral or written, are not contained herein.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

MCCRORY & WILLIAMS, INC.

By: William E. Wilkerson
Print: William E. Wilkerson
Its: Sr. Vice President
Address: 3207 International Dr.
Suite G, Mobile, AL 36606
Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, Tamantia Barnes a Notary Public in and for said State and County, hereby
certify that William E. Wilkerson, whose name as Senior VP of
MCCRORY & WILLIAMS, 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 18th day of April, 2025
Tamantia Barnes
NOTARY PUBLIC

My Commission Expires TAMANTIA BARNES

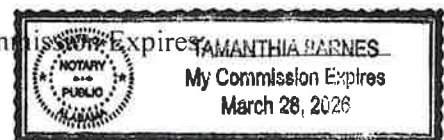


EXHIBIT A: PROJECT LOCATION

Azalea City Golf Course and 12 Mile Creek

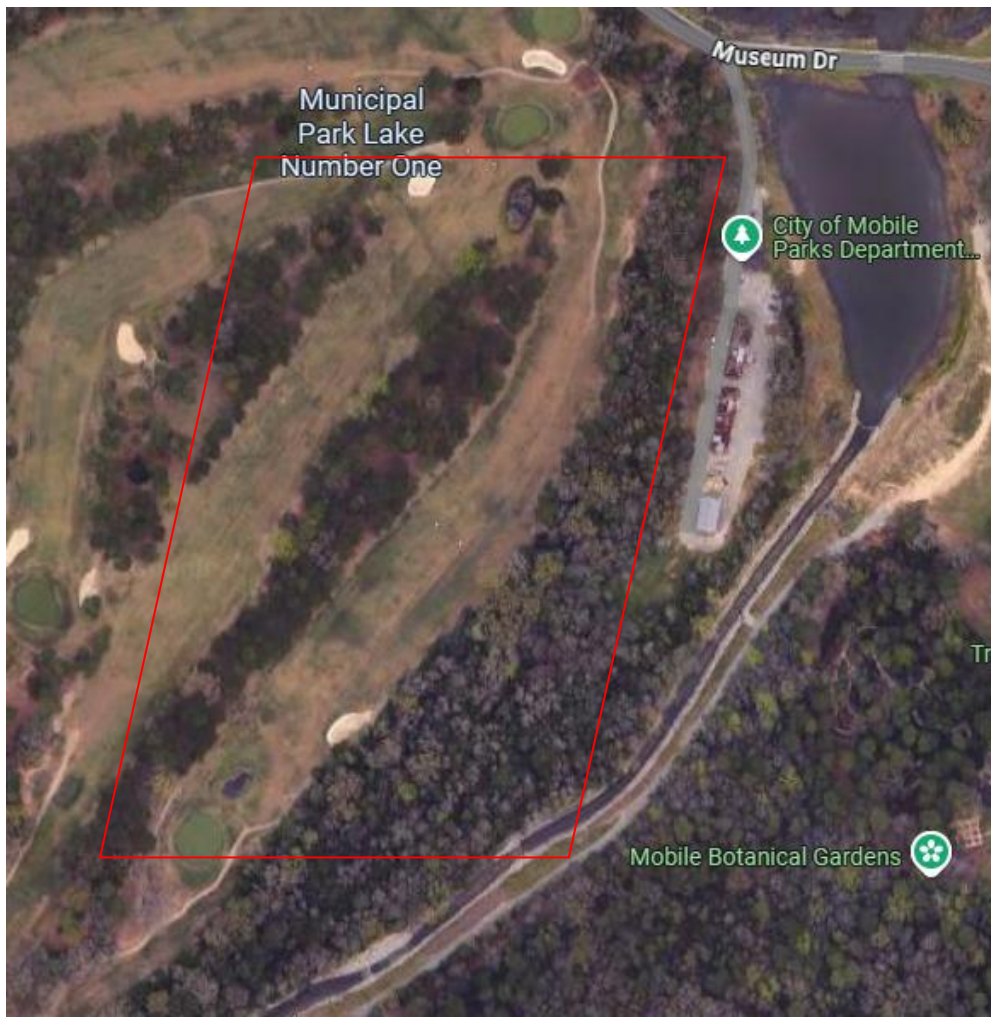


EXHIBIT B: PROPOSAL

McCrory Williams
INCORPORATED
E n g i n e e r s S u r v e y o r s

March 24, 2025

Jennifer Greene
Director, Programs and Project Management
205 Government Street
Mobile, Alabama 36644

RE: Proposal
 Erosion Mitigation at Azalea Golf Course and 12 Mile Creek Erosion
 M&W Project No.: M5710-2210

Dear Jennifer,

Per your request, we are pleased to offer the following proposal to assist the City with the final leg of the construction plan development, bid services and Construction, Engineering & Inspection for the project that defines erosion areas as well as potential erosion locations and offers mitigation solutions to correct and prevent future erosion at the referenced locations.

The basic design will show erosion repair and mitigation improvements to be performed on the east side of holes 11 and 12. This project will focus on; the existing drainage inlets, drainage paths to collection points, identifying the existing drainage pipe locations & sizes and clean & video the existing pipes. The various pipe outfall paths to Twelve Mile Creek and along Twelve Mile Creek will be investigated for erosion mitigation needs and improvements for flow or the runoff. The project will also include the erosion mitigation design upland of the reaches of holes No. 11 and 12 next to the Twelve Mile Creek.

Assuming two plan review meetings with the City, the duration for the deliverables should be 3 months from time of Notice to Proceed.

Estimated Project Cost - Construction of the improvements is preliminarily estimated to be \$444,235.00.

Estimated Professional Engineering Services Cost

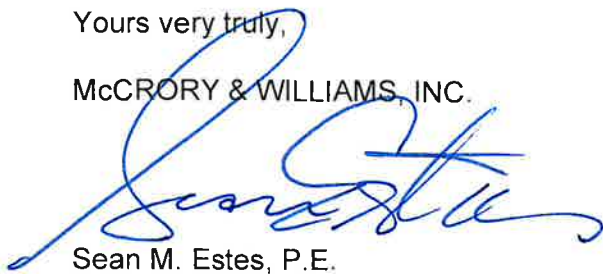
Total fees (<i>Design phase</i>) to be paid the ENGINEER shall not exceed 60%, 90%, 100% Plan submittals	\$ 17,000.00
Total fees (<i>Bid Services and Contract Administration</i>) to be paid the ENGINEER shall not exceed	\$ 7,250.00
Total fees (<i>Any Additional Survey and/or Easement Preparation</i>) to be paid the ENGINEER shall not exceed	\$ 2,500.00

Total fees (<i>CE&I phase</i>) to be paid the ENGINEER shall not exceed	\$ 27,500.00
Total fees (<i>CoM Maintenance Planning and Implementation</i>) to be paid the ENGINEER shall not exceed	<u>\$ 2,650.00</u>
	\$ 56,900.00

We are confident of our ability to provide quality, cost-effective service. We look forward to the opportunity to again provide service to the City of Mobile. If you have any questions, or need additional information, do not hesitate to contact us at (251) 476-4720.

Yours very truly,

McCRORY & WILLIAMS, INC.

A handwritten signature in blue ink, appearing to read 'Sean M. Estes', is written over the company name.

Sean M. Estes, P.E.

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

McCrory Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	\$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	\$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	\$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	\$145.00 PER HOUR
ENGINEER	\$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	\$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	\$85.00 PER HOUR
ENGINEERING TECHNICIAN	\$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	\$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	\$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	\$85.00 PER HOUR
<u>SURVEY CREW</u>	
2-MAN CREW	\$135.00 PER HOUR
3-MAN CREW	\$165.00 PER HOUR
4-MAN CREW	\$185.00 PER HOUR
5-MAN CREW	\$220.00 PER HOUR
CLERICAL	\$70.00 PER HOUR
MILEAGE	\$.70 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Engineering Design.....	\$17,000.00
Bid Services and Contract Administration.....	\$ 7,250.00
Survey and Easement Preparation.....	\$ 2,500.00
Construction Inspection.....	\$ 27,500.00
Maintenance Planning and Implementation.....	\$ 5,000.00
 <u>Total Contract Amount including Additional Services</u>	 <u>\$56,900.00</u>

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

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

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
 - Advertisement for Bids
 - Instructions to Bidders
 - Contractor Proposal
 - Contractor Bid Bond
 - Contractor Labor & Materials Bond
 - Contractor Performance Bond
 - Certificate of Contractor's & Subcontractor's Insurance
 - Special Provisions
 - Articles of Agreement
 - Supplemental Specifications
 - PROJECT Sign Detail
 - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
 - Documents showing final quantities & payment
 - Product Specifications, if applicable
- All Haul Tickets
 - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report

EXHIBIT G: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION



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	McCRORY & Williams LLC
Address	3207 INTERNATIONAL DR. SUITE G MOBILE AL 36606
Telephone	251-476-4720
E-Mail	rvuncannon@mcwine.com

RFP/RFQ Solicitation Number	2025-3005-20
Project Description	Position M: Gation @ Azalea Golf Course and 12 Mile Creek
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 21 Female 6 Minority 4 Non-minority 23 Vets 0
Total # of Employees	27

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON Date: 4-15-2025
Signature: [Signature]
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: Santa Finch Title: DBE Coordinator
E-mail: sfinch@mcwine.com Phone: 251-476-4720



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

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.

2025-2025-20
RFP/RFO/Bid # _____
Your Bid/Proposal Amount \$ \$56,900
Date: 04/15/2025
Description Erosion Mfg. Catcher At Azalea Golf Course and 12 Mile Creek
Name of Bidder/Proposer: McCORMY & WILLIAMS, INC.

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

[illegible]



Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **McCrorry & Williams, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and



Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo

Company ID Number: 521538

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 521538

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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. § 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. 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, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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-



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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).

12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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 acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and 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 stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the 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 subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

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 the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

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ARTICLE IV

SERVICE PROVISIONS

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

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. 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.

E. 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.

F. The Employer understands that the fact of 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).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 521538

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

Employer **McCrory & Williams, Inc.**

Teresa Dorriety

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/16/2012

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate
Address:

County or Parish: **MOBILE**

Employer Identification

Number: **630697109**



Company ID Number: 521538

North American Industry
Classification Systems
Code: **541**

Administrator:

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 2 site(s)

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

Name: **Teresa B Dorriety**
Telephone Number: **(251) 476 - 4720**
E-mail Address: **tdorriety@mcwinc.com**

Fax Number: **(251) 476 - 4721**



Alabama Secretary of State



McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	\$11,000
Capital Paid In	\$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2010 2016 2006 2011 2017 2007 2012 2018 2008 2013 2019 2009 2014 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	\$1,000 Authorized \$1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

Browse Results

New Search

THE
ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE
FOR THE
STATE OF ALABAMA
GOVERNOR KAY IVEY



Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned
business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.

A handwritten signature in black ink, appearing to read "K. W. Boswell", is written over a horizontal line.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

State of Alabama



Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA275

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VINCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCrary & Williams, 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 PRESIDENT for McCrary & Williams 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 McCrary & Williams is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vincannon
CEO of McCrary & Williams, Inc.

Sworn to and subscribed before me this the 17th day of April, 2025.

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

Mary Jane Donoghue
Signature and Seal of Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2025

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  Lad Drago Insurance and Financial Services 7623 Spanish Fort Blvd Spanish Fort AL 36527		CONTACT NAME: Lad Drago PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174 E-MAIL: Lad@LadDragoInsurance.com ADDRESS:	
INSURED McCrory & Williams Inc 3207 International Drive Suite G Mobile AL 36606		INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B: State Farm Fire and Casualty Company 25143 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	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL 593 3851-C10-01C 576 6063-D01-01E 599 0870-B21-01A	03/06/2025 03/10/2025 04/01/2025 02/21/2025	09/06/2025 09/10/2025 10/01/2025 08/21/2025	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 \$			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	93-B7-T512-6	08/08/2024	08/08/2025	☒ PER STATUTE ☐ OTH-ER \$ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	10/10/2024	10/10/2025	Combined Single Limit 1,000,000

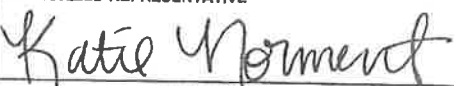
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Product Description: Erosion Mitigation at Azalea Golf Creek and 12 Mile Creek

Project No: 2025-3005-20

City of Mobile is included as an additional insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/2025

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 RSC Insurance Brokerage, Inc. 2081 Columbiana Road Birmingham AL 35242		CONTACT NAME: Jackie Murk PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com	
INSURED McCroy & Williams, Inc. 3207 International Dr. Suite G Mobile AL 36606		INSURER(S) AFFORDING COVERAGE INSURER A: Beazley America Insurance Company, Inc. NAIC # 16510 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ 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 ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim	\$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)

Project: Erosion Mitigation at Azalea Golf Gourse and 12 Mile Creek
Project No.: 2025.3005-20

Waiver of Subrogation applies in favor of City of Mobile.

Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile P.O. Box 180249 Mobile AL 36618-0249	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

To rescind Resolution #01-793; adopted November 10, 2020. Intergovernmental Agreement between City of Mobile and Mobile County for the design and construction of a two-lane extension of Nevius Road.



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

N/A

Funding Source

Capital Improvements

ATTACHMENTS:

1. RESOLUTION-RESCIND

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

WHEREAS the City Council of the City of Mobile authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the City of Mobile ("City") and Mobile County, Alabama ("County") to contribute \$1,500,000 for the design and construction of a two-lane extension of Nevius Road with Resolution #01-793; adopted on November 10, 2020; and

WHEREAS the design and construction of this project has been postponed and/or cancelled,

NOW THEREFORE, BE RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution #01-793; adopted on November 10, 2020, be declared null and void and rescinded in its entirety and \$1,500,000 be allocated to C0116 Capital Improvements Reserve, in the Capital Improvement Fund (Fund 2000).

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Attached to this memo is an amendment to an agreement between the City of Mobile and WSP USA, Inc. to increase the contract amount by \$549,920.28 and extend the period of performance by two (2) years to correspond to the RESTORE Subaward Grant Agreement Amendment. This contract amendment will allow the City of Mobile to create further manual to complement the City's stormwater program , including creating design specifications for traditional water quality practices, hydrology and drainage systems, plant and tree guidance and updates to previously released manual for low impact development design. These manuals are available to citizens, civil engineers, landscape architects, and other design professionals, and includes training.

Previous work was completed under Grant# 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). The ongoing stormwater mapping project is also part of this grant.

Amount of Contract:

\$549,920.28

Funding Source

G-STORMWTR

ATTACHMENTS:

1. WSP - Amendment 2 Cover Letter
2. WSP_Resolution_Amendment 2

3. WSP Amendment Two - Signed
4. Exhibit A Proposal
5. Executed Contract_Wood
6. Amendment 1 w previous change orders
7. WSP - Contract Assignment and Assumption - signed

REVIEWERS:

Lana Gauthier

Lana Gauthier



April 16, 2025

Dear Councilmembers:

Attached to this memo is an amendment to an agreement between the City of Mobile and WSP USA, Inc. to increase the contract amount by \$549,920.28 and extend the period of performance by two (2) years to correspond to the RESTORE Subaward Grant Agreement Amendment. This contract amendment will allow the City of Mobile to complete the manual to complement the City's stormwater program, including creating design specifications for traditional water quality practices, hydrology and drainage systems, plant and tree planting guidance and updates to previously released manual for low impact development design. Once completed, the manual will be available to citizens, civil engineers, landscape architects and other design professionals, and will include training for interested community members.

Previous work was completed under Grant# 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). The ongoing stormwater mapping project is also part of this amended grant.

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 at emma.cochran@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

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: WSP USA Environment & Infrastructure, Inc.

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

Cost: \$549,920.28 (Additional Amount)

Adopted:

City Clerk

AMENDMENT #2 TO AGREEMENT BETWEEN OWNER AND CONSULTANT



This Amendment made and entered into this _____ day of _____, 2025.

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

And Consultant: WSP USA, Inc.

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

WHEREAS, City and WSP USA Environment & Infrastructure, Inc. entered into an Agreement dated June 08, 2021, with regard to professional services necessary for the completion of a Design Guidance Manual and a Repetitive Loss Area Analysis (hereafter "the Agreement,") a copy of which is attached hereto; and

WHEREAS, WSP USA Environment & Infrastructure, Inc. assigned the Agreement to WSP USA, Inc. through an Assignment and Assumption of Contract Agreement dated March 25, 2025; 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 \$284,976.85; and

WHEREAS, Change Order #2 of the Agreement, executed on September 12, 2023, increased the compensation to be paid Consultant by \$25,173.00 for a total not to exceed the sum of \$310,149.85; 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 6, 2025, Exhibit A attached hereto;
- 1.2 Article IV (D), as amended by Change Order #1 to extend the contract end date to April 30, 2024, as amended by Change Order #3 to extend the contract end

date to January 31, 2025, and as amended by Amendment #1 to extend the contract end date to April 30, 2025, shall be amended to reflect the contract end date as April 31, 2027;

- 1.3 By amended ADCNR Subaward Grant Agreement #S1P15-MASM and City of Mobile supplemental funds, Article V (B) is amended herewith to add additional compensation of \$549,920.28 to be paid to the Consultant as provided by, for a total not to exceed the sum of \$860,070.13; 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 _____
William S. Stimpson
Its Mayor

ATTEST:

BY _____
Its City Clerk

WSP USA, Inc.

BY Jeanette Kelson
Jeanette Kelson
Assistant Vice President

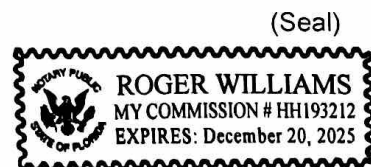
State of Florida }
County of Escambia }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Jeanette Kelson [Individual's Name] whose name as Assistant Vice President [Title] of the WSP USA INC. [Corporation's Name], 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 have unto set my hand and official seal on this 17th day of April, 2025

Roger Williams
Notary Public
Print Roger Williams

My commission expires: 12-20-2025



Proposal to the City of Mobile, AL

State Expenditure Plan #15

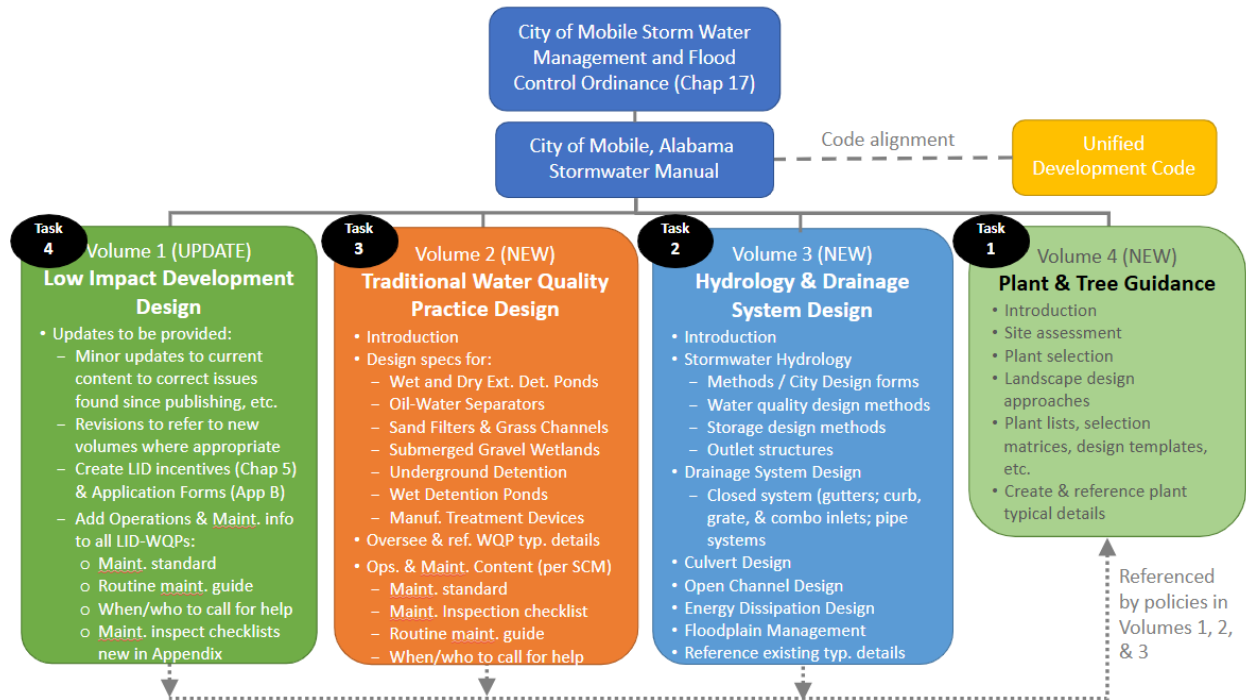
Mobile Area Stormwater Mapping & Resiliency Planning

Scope of Services and Fee Proposal – Additional Services

1.0 Background

Under the previous name Wood Environment & Infrastructure Solutions, Inc., WSP USA Inc. (WSP) was selected by the City of Mobile, Alabama (City) to assist with the State Expenditure Plan #15 for Mobile Area Stormwater Mapping & Resiliency Planning. In October 2023, WSP completed the first volume of the City's Stormwater Manual, Volume 1, Low Impact Development (LID) Design. Upon completion of Volume 1, WSP was tasked to create additional volumes for the City's Stormwater Manual.

This scope of work and fee proposal details WSP's professional services related to the development of additional content and volumes to supplement the City's Stormwater Manual, as requested by the City. The additional volumes include Volume 2 (Traditional Water Quality Practice (WQP) Design), Volume 3 (Hydrology & Drainage System Design), and Volume 4 (Plant & Tree Guidance). Also, WSP will be updating the previously completed Volume 1 (LID Design) content to include additional sections related to LID operations and maintenance (O&M) and incentivization of LID practices.



To complete these additional services, the WSP team will include Fagan Consulting LLC (Fagan). Fagan is a certified Disadvantaged Business Enterprise (DBE) and Woman-Owned Small Business Enterprise (WBE). Fagan staff will assist with providing technical input and review of each of the volumes listed above.

2.0 Scope of Services

This Proposal describes five (5) tasks associated with the development of Volumes 2, 3, and 4 and enhancements to Volume 1. Effort for project management is captured within each task and subtask described below. This effort includes status calls with the City Project Manager and project team, WSP staff and subcontractor coordination, budget and schedule management, grant and project reporting, and project invoicing.

Task 1. Volume 4 (Plant & Tree Guidance)

Volume 4 will establish City requirements and guidance for successful vegetation designs for vegetated LID and traditional WQPs and riparian buffers. Information will be conveyed via narrative and visual content such as planting plans, renderings, photographs, and typical details. The target audience is the professional land development community including landscape architects, engineers, nursery suppliers and City plan review staff.

The volume is anticipated to address the subjects listed below:

- Introduction
- Site Assessment
- Plant Selection & List
- Landscape Design Approaches
- Landscape Design Requirement Checklist
- Landscape References & Resources

Subtask 1a – Volume 4 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 1 scope, schedule and deliverables.
- Review and confirm the procedures for City reviews of volume drafts and post-review editing by WSP.
- Evaluate and confirm a preliminary Table of Contents annotated with expected content for each subject.
- Evaluate and confirm a preliminary list of typical details to be developed.
- Identify content resources including information to be provided by the City.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *Preliminary list of typical details (provided before the meeting to allow City review)*
- *Final list of typical details (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 1b – Volume 4 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 4. Graphic content will generally be comprised of figures and renderings. Figures will mostly include a photographic background image with mark-ups to include pertinent information to be displayed on the figure. Where needed to display original content or a more detailed illustration, WSP will develop renderings. Generally, renderings involve a higher degree of production time and specialized skillsets. The table below lists the number of renderings and figures anticipated for each subject.

Subject	# of Renderings	# of Figures
Introduction	1	4
Site Assessment	2	4
Plant Selection & List	2	2
Landscape Design Approaches	5	5
Landscape Design Requirements & Checklist	1	2
Landscape References & Resources	0	0

In addition to the content described above, WSP will develop and compile narrative and photographic content to create a plant list for trees, shrubs, flowing herbaceous, and grass species appropriate for use in the Mobile area. A high-resolution photograph will be included for each plant (this number is not included in the table above).

WSP will deliver Draft 1 of Volume 4 to the City for review. In addition to the volume, WSP will develop up to seven (7) typical details and accompanying notes for landscape design and construction. These typical details will be included in the "Landscape References & Resources" subject area per the above table. The details will be created in AutoCAD software. A draft of each typical detail will be provided to the City in PDF format for review and comment.

Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 4 (Plant & Tree Guidance) in Microsoft Word format*
- *Draft 1 of up to seven (7) typical details in PDF format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 1c – Volume 4 Draft 2

WSP will address the City's comments on Draft 1 of Volume 4 and the related typical details and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Deliverable(s):

- *Draft 2 of Volume 4 (Plant & Tree Guidance) in Microsoft Word format*
- *Draft 2 of typical details in PDF format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 1d – Volume 4 Final

WSP will address the City's comments on Draft 2 of Volume 4 and related typical details and deliver the Final Volume 4 and typical details to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 4 (Plant & Tree Guidance) in both Microsoft Word and PDF formats*
- *Final Volume 4 typical details delivered in both AutoCAD and PDF formats*

Task 2. Volume 3 (Hydrology & Drainage System Design)

Volume 3 will establish City requirements, guidance, and design specifications for stormwater hydrologic analyses and the design of a variety of stormwater drainage control and conveyance structures. Civil (site design) engineers are the target audience for the volume. Design specifications will be developed based on information provided by City staff, the City's existing typical details and design forms, and the Alabama Department of Transportation (ALDOT) Hydraulic Manual, documenting City and ALDOT design standards. Where helpful, WSP may also use the Georgia Stormwater Management Manual (GSMM) and Natural Resources Conservation Service (NRCS) hydrology manuals as resources for hydrologic methods and equations. The volume will address the following subjects:

- Introduction
- Hydrologic Methods
- Storage/Storage Outlet Design
- Open Channel Design
- Closed System Conveyance Design (pipes, etc.)
- Culvert Design
- Pavement Drainage Design (curb, gutter, inlets)
- Floodplain Management

The volume will reference existing typical details for City streets, curb & gutter, sidewalk, etc., created by the City.

Subtask 2a – Volume 3 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 2 scope, schedule and deliverables.
- Evaluate and confirm a preliminary Table of Contents annotated with expected content for each subject.
- Identify content resources including information to be provided by the City for content creation.

Deliverable(s):

- *WSP-facilitated recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 2b – Volume 3 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 3. Graphic content will be comprised of design tables, charts (e.g., such as a stage-storage chart or culvert nomograph), figures (e.g., simple diagrams that show a specific conveyance component or component design), and high-resolution photographs where appropriate. To ensure visual clarity of graphics collected from resource documents, graphic content will be managed as follows:

- **Tables** – Tables will be recreated by WSP.
- **Graphs** – Charts that have sufficient visual clarity will be transferred from resource documents. Those without suitable visual clarity will be recreated by the City and inserted by WSP into the volume.
- **Figures** – Figures that have sufficient visual clarity will be transferred from resource documents. Those without suitable visual clarity will be recreated by WSP.
- **Photographs** – Photographs used in the volume will be high-resolution. These can be provided from several sources, as follows:
 - Locally sourced photographs provided by the City will be used when provided.

- When locally sourced photographs are not available, photographs that can be transferred or sourced from resource documents or from WSP's extensive database will be used, provided they have sufficient visual clarity and resolution.

Typical details already created by the City will be provided by the City and WSP will reference them at appropriate locations within the volume. WSP will not present the typical details visually within the volume.

WSP will deliver Draft 1 of Volume 3 to the City for review. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 2c – Volume 3 Draft 2

WSP will address the City's comments on Draft 1 of Volume 3 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Deliverable(s):

- *Draft 2 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 2d – Volume 3 Final

WSP will address the City's comments on Draft 2 of Volume 3 and deliver the Final Volume 3 to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 3 (Hydrology and Drainage System Design) in both Microsoft Word and PDF formats*

Task 3. Volume 2 (Traditional Water Quality Practice (WQP) Design)

Volume 2 will verbalize the City requirements, guidance, and design specifications, which are currently articulated in multiple documents, such as design forms/checklists, etc., for traditional WQPs. Civil (site design) engineers are the target audience for the volume. It will be developed based on information provided by City staff and resources; WQP design manuals previously created by WSP, the GSMM, and the ALDOT Hydraulic Manual. Content brought over from reference documents will be appropriately modified to address the required standards of the City of Mobile and Alabama Department of Environmental Management (ADEM).

The structure of the design specifications will be the same as the specifications in the City's current LID Design volume, with the addition of a section addressing WQP operation and maintenance during and after land disturbing activities/construction. Slight modifications to the specification structure may be warranted given the differences between LID and traditional WQPs. Specifications will be provided for the traditional WQPs listed below:

- Dry detention ponds (multiple design variations)
- Wet detention ponds (multiple design variations)
- Underground detention systems
- Sand filters (multiple design variations)
- Submerged gravel wetlands
- Grass channels
- Oil-water separators
- Traditional manufactured treatment devices (MTDs)

Subtask 3a – Volume 2 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 3 scope, schedule and deliverables.
- Evaluate and confirm a preliminary Table of Contents annotated with anticipated content for each chapter and design specification.
- Evaluate and confirm a preliminary list of typical details to be developed by the City with input from WSP.
- Identify content resources including information to be provided by the City.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *Preliminary list of typical details (provided before the meeting to allow City review)*
- *Final list of typical details (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 3b – Volume 2 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 2. Graphic content will be comprised of charts/graphs, tables, and high-resolution photographs where appropriate. To ensure visual clarity of graphics collected from resource documents, all tables will be recreated by WSP; charts/graphs that do not transfer from resource documents (such as the ALDOT manual) with visual clarity will be recreated by the City and inserted by WSP into the volume.

WSP will deliver Draft 1 of Volume 3 to the City for review. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 3c – Volume 2 Draft 2

WSP will address the City's comments on Draft 1 of Volume 2 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document. Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Typical Details: The City will be responsible for the creation of typical details for traditional WQPs to be referenced in Volume 2. To assist with this effort, WSP will provide the City with AutoCAD DWG files for the traditional WQPs listed below, and the City may use these files as a reference to create their own typical

details:

- Dry detention ponds (multiple design variations)
- Wet detention ponds (multiple design variations)
- Sand filters (multiple design variations)
- Grass channels

Please note that WSP does not have example typical details for a submerged gravel wetland. Also, typical details for MTDs, underground detention basins, and Oil-Water separators are typically sourced directly by the design professional during the design process, from templates created by the WQP manufacturer. WSP does not recommend the City attempt to create typical details for these WQPs.

In addition to providing the example WQP AutoCAD files listed above, WSP will provide an associated PDF of each provided typical detail that will contain WSP's comments for suggested edits the City may want to consider making to the detail to ensure alignment with the WQP design specifications put forth in Draft 1 of Volume 2.

WSP is not responsible for creating or editing typical details, as the typical details will be re-created and edited by the City in AutoCAD. WSP will not include the typical details within the volume, but a link or reference to their location will be provided at appropriate locations within the volume.

Deliverable(s):

- *Draft 2 of Volume 2 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*
- *Example typical details as listed above in DWG format, with WSP's suggested edits in PDF format*

Subtask 3d – Volume 2 Final

WSP will address the City's comments on Draft 2 of Volume 2 and deliver the Final Volume 2 to the City following the protocols outlined under Section 3.0.

WSP will review typical details created by the City for accuracy and to ensure consistency with the content presented in the Final Volume 2. WSP's comments on the City's typical details will be provided in PDF format.

Deliverable(s):

- *Final version of Volume 2 (Hydrology and Drainage System Design) in both Microsoft Word and PDF formats*
- *WSP's comments on the typical details, provided in PDF format*

Task 4. Volume 1 LID Design Revisions

Task 4 addresses revisions and enhancements to the City's current LID Design (Volume 1), and includes additional content related to include LID incentives, LID-WQP operation & maintenance (O&M), and additional revisions to allow for cross-volume references.

Subtask 4a – Volume 1 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 4 scope, schedule and deliverables.
- Prepare a revised Table of Contents of the volume showing with annotations for new content to be provided.
- Identify content resources including information to be provided by the City.
- Establish a date for an LID-incentives meeting with the City and determine which City staff should

participate in the meeting.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Annotated Table of Contents (provided before the meeting to allow City review)*
- *Final Table of Contents (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 4b – Volume 1 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of revised Volume 1, as summarized below:

- **LID Incentives:** In the current LID Design Volume 1, Chapter 5 and Appendix B are marked as reserved for the inclusion of incentives for the use of LID practices and LID-WQPs. A draft Chapter 5 and Appendix B will be fully developed in this task for review by the Administration to determine if the incentives will be adopted. The activities described below will be performed for incentive development:
 - Incentive Meeting 1: WSP will facilitate and record a virtual meeting with City staff to review possible incentives identified during the task kickoff meeting and determine which incentives are appropriate or desirable for further development. Of those, WSP will also evaluate which are possible for inclusion in the revised Volume 1 within the project schedule. It is not unusual for land development/planning incentives to require multiple cross-departmental meetings or even work groups to fully develop and become policy. Thus, incentives included in revised Volume 1 will be confined to those that can be reasonably developed within the required timeframe of the project.
 - Draft Incentive Development: WSP will develop application criteria and standards for the incentives determined in Incentive Meeting 1.
 - Incentive Meeting 2: WSP will facilitate and record a virtual meeting with City staff to review and discuss the draft incentive application criteria and standards. During the meeting these will be displayed via Microsoft PowerPoint or Word software. City comments provided during the meeting will be used to revise the criteria and standards.
 - Chapter 5 and Appendix B development: WSP will develop Chapter 5 and Appendix B of Volume 1 based on the draft incentive application criteria and standards and City comments made during Incentive Meeting 2.
- **LID-WQP Operation & Maintenance Guidance:** The current design specifications for LID-WQPs do not include information regarding WQP operation and maintenance. Narrative and graphic information (figures, photographs, tables) will be developed and added by WSP to the design specifications in the current volume. It is anticipated this information will add up to 3 pages of additional content to each specification, depending on LID-WQP complexity. Operation checklists will be provided in (new) Appendix E.
- **Revisions to existing Volume 1 content:** Revisions are necessary to acknowledge or refer to Volumes 2, 3, and 4 where appropriate, correct minor mistakes found by the City since the original volume was developed, revise or add LID-WQP policies as identified by the City based on their use of the manual since 2023, and replace low-resolution photographs or figures identified by the City. Photographs added or replaced will be of high resolution.

The City is responsible for providing WSP with a list of desired content edits and recommended photograph replacements to the current Volume 1. WSP will revise Volume 1 content as requested by the City. WSP will also review and revise Volume 1 content to reference Volumes 2, 3, and 4 as needed. WSP will additionally correct grammar, spelling, referencing, and formatting mistakes that may be encountered during review.

Photographs can be provided from several sources, as follows:

- Locally sourced photographs provided by the City will be used when provided.
- When locally sourced photographs are not available, photographs that can be transferred or sourced from resource documents or from WSP's extensive database will be used, provided they have sufficient visual clarity.

This task does not include:

- Revision or recreation of the overall format of the current Volume 1. Formatting included in this task is confined to ensuring added/revised content is provided in a format consistent with the current volume.
- Revision or development of typical details.

WSP will deliver Draft 1 of revised Volume 1 to the City for review. The City's Draft 1 review and the subsequent meeting shall take place within one month of the delivery of Draft 1. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of revised Volume 1 (LID Design) in Microsoft Word format with changes tracked (to show changes from original Volume 1)*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 4c – Volume 1 Draft 2

WSP will address the City's comments on Draft 1 of Volume 1 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 2 of Volume 1 (LID Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and WSP responses*

Subtask 4d – Volume 1 Final

WSP will address the City's comments on Draft 2 of Volume 1 and deliver the Final Volume 1 to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 1 (LID Design) in both Microsoft Word and PDF formats.*

Task 5. Manual Content Launches

This task provides for the development and provision of up to two (2) virtual volume content launch seminars for Mobile-area site designers and users. The goals of the seminars are to introduce and celebrate

the City's new volumes and familiarize participants with their use and relevant policies. Each seminar will be up to two (2) hours in length.

Subtask 5a – Volume 3 Content Launch

Seminar 1 will cover Volume 3 (Hydrology and Drainage System Design). Activities are as follows:

- WSP will facilitate and record a virtual meeting with City staff to determine the date and time of the seminar and develop a seminar outline.
- WSP will prepare a PowerPoint presentation for the seminar using content from Volume 3.
- WSP will facilitate and record a virtual meeting with City staff to review and edit the presentation.
- WSP staff will deliver/launch the presentation publicly via Microsoft Teams (or other virtual meeting platform if provided/supported by the City) and assist with questions and answers during the seminar.

Deliverable(s):

- *Up to two (2) recorded preparatory meetings with City staff*
- *Presentation delivery/launch meeting, up to two (2) hours*
- *Final seminar PowerPoint presentation in PPT and PDF formats*

Subtask 5b – Volumes 1, 2, and 4 Content Launch

Seminar 2 will cover revised Volume 1 (LID Design), Volume 2 (Traditional WQP Design), and Volume 4 (Plant & Tree Guidance). Activities are as follows:

- WSP will facilitate and record a virtual meeting with City staff to determine the date and time of the seminar and develop a seminar outline.
- WSP will prepare a PowerPoint presentation using content from Volumes 1, 2, and 4.
- WSP will facilitate and record a virtual meeting with City staff to review and edit the presentation.
- WSP staff will deliver/launch the presentation publicly via Microsoft Teams (or other virtual meeting platform if provided/supported by the City) and assist with questions and answers during the seminar.

Deliverable(s):

- *Up to two (2) recorded preparatory meetings with City staff*
- *Presentation delivery/launch meeting, up to two (2) hours*
- *Final seminar PowerPoint presentation in PPT and PDF formats*

3.0 Drafts and Revisions

The development of each volume included in this scope includes delivery of two (2) Draft versions and one (1) Final version. This section describes the process for reviewing and revising Drafts 1 and 2 and preparing the Final volume. Given the number of deliverables to be developed and reviews/edits performed by both City staff and WSP, it is imperative that all parties adhere to the protocol to support a smooth project execution and maintain the associated project cost and schedule.

Manual Volumes

Regarding Draft 1 deliverables and review, the following assumptions were made in WSP's development of the scope of services and its associated fee:

Draft 1:

1. The general format and layout of the City's current Volume 1 (LID Design) is the format to be used

for Volumes 2, 3, and 4. Changes to this original format are not included in this scope of services.

2. The purpose of the Draft 1 of each volume is to provide the City with a deliverable that focuses on the accuracy and completeness of the technical content. Thus, Draft 1 of Volumes 2, 3, and 4 will be largely unformatted and in black and white. To facilitate reviewer understanding of the content, chapter and section headings, graphics, and tables will be numbered and titled, and equations will be numbered. Graphics will be placed in the general area of the document where they are referenced in the narrative. Thus, the City will perform a complete and thorough review of the narrative content and graphics while reviewing Draft 1. This will ensure that the City's review of subsequent Draft 2 will result in substantially fewer comments on narrative content and graphic quality and suitability.
3. WSP will deliver the Draft 1 volumes in Microsoft Word format. The City will utilize "Track Changes" and "Comment" features in Word to provide edits and comments, respectively, to WSP for Draft 1. WSP assumes that the City will consolidate and simplify their edits and comments prior to transferring them back to WSP. As such, WSP requests the following:
 - a. All City staff reviewers provide their edits and comments in the same Microsoft Word file.
 - b. Questions to be resolved between City staff, and City edits and comments that conflict or are disputed between different City staff will be resolved by the City before the edits/comments are transferred to WSP, except in instances where the City requires technical assistance from WSP to resolve an issue.
 - c. Draft should be housed on City's One Drive for editing.
4. The City will deliver the Draft 1 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
5. WSP will preliminarily review all edits/comments received on Draft 1 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's proposed responses.

Regarding Draft 2 deliverables and reviews, the following assumptions were made in WSP's development of the scope of services and its associated fee:

Draft 2:

1. Following the Draft 1 comment-review meeting with the City, WSP will rectify all City track changes provided in Draft 1.
2. WSP will then address each City comment received on Draft 1 through the following steps:
 - a. If the City comment is directly requesting a clear edit to the narrative, WSP will provide associated edits using track changes, factoring in decisions made during the Draft 1 comment-review meeting with the City.
 - b. If the City comment is commentary or otherwise meant as a direct question for WSP to answer, WSP will provide an associated response within the comment box.
3. WSP will also perform full formatting procedures as part of the preparation of Draft 2, keeping with the format of the City's current Volume 1 LID Design. Formatting includes but is not limited to applying correct and consistent margins and justifications, appropriate pagination, colored and correctly titled/numbered page headers and footers, Tables of Contents, and correctly colored chapter and section headings and tables. It's important to note that the formatting measures will NOT be completed while the track-changes function is turned on to avoid unnecessary messiness

and disorganization.

4. The purpose of the Draft 2 deliverable is two-fold. To start, the Draft 2 shall reflect full resolution of the City's Draft 1 comments and edits. Also, since Draft 2 is the first version to be delivered in a formatted fashion, Draft 2 provides the City with the first opportunity to review and comment on the overall look and layout of the volume.
5. WSP will deliver the Draft 2 volumes in Microsoft Word format.
6. The City will review each track change and comment response made by WSP and one of the following shall occur:
 - a. If WSP's edit is deemed acceptable by the City, the track change will be left as is by the City.
 - b. If a WSP edit requires further clarification on the part of the City, the City will provide a comment to WSP within the Word document, and the associated edit and comment will be discussed during the subsequent Draft 2 comment-review meeting between the City and WSP.
 - c. If WSP's comment response is deemed acceptable by the City, the comment will be marked as "Resolved" by the City.
 - d. If WSP's comment response requires further clarification on the part of the City, the City will provide a response in the comment to denote this, and the comment will be discussed during the subsequent Draft 2 comment-review meeting.
7. The City will also review the Draft 2 version for format-related elements and will provide comments to WSP within the Word document. Any comments will be discussed during the subsequent Draft 2 comment-review meeting.
8. It is anticipated that the City will **not** have a substantial degree of new comments in Draft 2 related to the technical content, as the City is expected to do a full and thorough review of technical content during the Draft 1 review. However, in the event that the City does have additional comments on technical content during the Draft 2 review, the City will provide comments to WSP in the same fashion outlined under Draft 1, Step 3.
9. The City will deliver the Draft 2 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
10. WSP will preliminarily review all edits/comments received on Draft 2 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's proposed responses. It is anticipated that WSP will resolve Draft 2 City comments in full during the Draft 2 comment-review meeting with the City. Following this meeting, WSP will save a copy of the Word version that contains any final track changes or comment responses that were made during the meeting.

Final:

Regarding the Final deliverables and review, the following assumptions were made in WSP's development of the scope of services and its associated fee:

1. Following the Draft 2 comment-review meeting, WSP will resolve any remaining track changes within the Draft 2 volume and will remove all comments from the Word document.
2. WSP will prepare the Final volume as a fully formatted and clean document, in both Microsoft Word and PDF formats. The Final deliverable will be delivered to the City in a similar fashion as the Volume 1 LID Design, and will include the following:

- a. Each Final volume will be provided to the City in Microsoft Word format, absent of all track changes and comments that resulted from the Drafts 1 and 2 reviews/revisions. Volumes will consist of multiple chapters and in some cases, design specifications. Each chapter and design specification will be delivered as separate Microsoft Word files. The chapters and specifications for each volume will not be delivered as a single Microsoft Word file.
- b. A Final consolidated volume will also be provided to the City in PDF format, and will be complete with the volume cover, respective Table of Contents, all chapters, sections, and appendices. The PDF will be navigable from the Table of Contents only. Design specifications will be provided as separate PDF files.
- c. Any checklists or application forms included in appendices will be provided as separate PDF files to facilitate their use by design professionals.

Typical Details

Volume 4 (Plant & Tree Guidance) includes the development of up to seven (7) typical details by WSP. Reviews and edits to typical details will be performed using the protocol described below:

Draft 1:

1. The general format of the typical details previously developed for the LID Design volume will be used by WSP for the development of typical details associated with Volume 4. Substantial changes to the original format are not included in this scope of services.
2. It is anticipated that the City will perform a complete and thorough review of the Draft 1 typical details, thereby resulting in significantly less comments during the review of Draft 2.
3. WSP will deliver Draft 1 of the typical details to the City in PDF format. The City will provide edits and comments directly on the PDF using the comment function of the PDF editing software. The comments should be placed in proximity to the component or element requiring editing.
4. WSP assumes that the City will consolidate and simplify their edits and comments prior to transferring them back to WSP. Questions to be resolved between City staff, and City edits and comments that conflict or are disputed between different City staff will be resolved by the City before the PDF file is transferred back to WSP, except where the City requires technical assistance from WSP to resolve these issues.
5. The Draft should be housed on the City's One Drive for editing.
6. The City will deliver the Draft 1 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
7. WSP will preliminarily review all edits/comments received on Draft 1 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's related responses.

Draft 2:

1. Following the Draft 1 comment-review meeting with the City, WSP will address each City comment received on Draft 1 through the following steps:
 - a. If the City comment is directly requesting a clear edit to the typical detail content, WSP will make the associated edits to the native AutoCAD file.
 - b. If the City comment is commentary or otherwise meant as a direct question for WSP to answer, WSP will provide an associated response within the comment box in the PDF.

2. WSP will deliver Draft 2 of the typical details to the City in PDF format.
3. The City will review each comment response and edit made by WSP and one of the following shall occur:
 - a. If WSP made edits to the detail in relation to a City comment, or if WSP responded directly to a City comment and the City deems WSP's response/edit as acceptable, the City shall mark that comment as "Resolved".
 - b. If the City does not find WSP's comment response or related detail edits acceptable, the City shall respond accordingly via the comment box.
4. The City will deliver the Draft 2 comments to WSP and WSP will keep a record of all City review comments for future reference.
5. WSP will preliminarily review all comments received on Draft 2 and will facilitate and record a meeting with the City to discuss comments and WSP's proposed responses/edits.

Final:

1. Following the Draft 2 comment-review meeting, WSP will resolve all City comments on Draft 2.
2. WSP will prepare the Final version and send the Final PDF and Final AutoCAD files to the City.

4.0 Proposed Fee

The Scope of Services outlined above will be performed for a lump sum fee of \$549,920.28 based on the fee breakdown per task and subtask outlined below:

Task #	Task Name	Task Fee
Task 1 (Volume 4 Plant & Tree Guidance)		
1a	Volume 4 Kickoff Meeting	\$2,856.24
1b	Volume 4 Draft 1	\$108,838.90
1c	Volume 4 Draft 2	\$53,870.45
1d	Volume 4 Final	\$17,114.62
Subtotal:		\$182,680.21
Task 2 (Volume 3 Hydrology & Drainage System Design)		
2a	Volume 3 Kickoff Meeting	\$3,231.23
2b	Volume 3 Draft 1	\$75,185.22
2c	Volume 3 Draft 2	\$35,787.42
2d	Volume 3 Final	\$12,025.89
Subtotal:		\$126,229.76
Task 3 (Volume 2 Traditional WQP Design)		
3a	Volume 2 Kickoff Meeting	\$2,730.86
3b	Volume 2 Draft 1	\$79,676.92
3c	Volume 2 Draft 2	\$26,283.62
3d	Volume 2 Final	\$12,693.16

	Subtotal:	\$121,384.56
Task 4 (Volume 1 LID Design Revisions)		
4a	Volume 1 Kickoff Meeting	\$2,750.12
4b	Volume 1 Draft 1	\$71,934.95
4c	Volume 1 Draft 2	\$13,664.07
4d	Volume 1 Final	\$7,968.29
	Subtotal:	\$96,317.43
Manual Content Launches		
5a	Volume 3 Content Launch	\$8,577.20
5b	Volumes 1, 2, and 4 Content Launch	\$14,731.12
	Subtotal:	\$23,308.32
	TOTAL:	\$549,920.28

5.0 Invoicing Schedule

WSP will provide monthly invoices to the City, which will provide the percent-complete per task. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed.

Based on the estimated project duration of 24 months, it is anticipated that a maximum of 24 monthly invoices will be delivered to the City during the project's duration. However, if the project schedule exceeds the anticipated 24-month schedule, monthly invoices will be sent to the City until the project reaches completion.

6.0 Anticipated Schedule

The Scope of Services has a period of performance of 24 months. Anticipated task and subtask schedules are presented in the table that follows:

City of Mobile Stormwater Mapping & Resiliency Planning – Additional Services

Task	2025										2026												2027	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Volume 4 Plant & Tree Guidance																								
Task 1a Kickoff Meeting	x																							
Task 1b DRAFT 1	x	x	x	x	x																			
Task 1c DRAFT 2								x	x	x														
Task 1d FINAL												x	x											
Volume 3 Hydrology & Drainage System Design																								
Task 2a Kickoff Meeting	x																							
Task 2b DRAFT 1	x	x	x	x	x	x																		
Task 2c DRAFT 2									x	x	x													
Task 2d FINAL													x	x										
Volume 2 Traditional WQP Design																								
Task 3a Kickoff Meeting							x																	
Task 3b DRAFT 1							x	x	x	x	x	x												
Task 3c DRAFT 2															x	x	x							
Task 3d FINAL																			x	x				
Volume 1 LID WQP Design (Revision)																								
Task 4a Kickoff Meeting									x															
Task 4b DRAFT 1									x	x	x	x	x											
Task 4c DRAFT 2															x	x	x							
Task 4d FINAL																			x	x				
Content Launches																								
Task 5a Content Launch 1: Volume 3													x	x										
Task 5b Content Launch 2: Volumes 1, 2, and 4																					x	x		

- Orange cells represent the anticipated City review and Draft comment-discussion period.

Proposal to the City of Mobile, AL

State Expenditure Plan #15

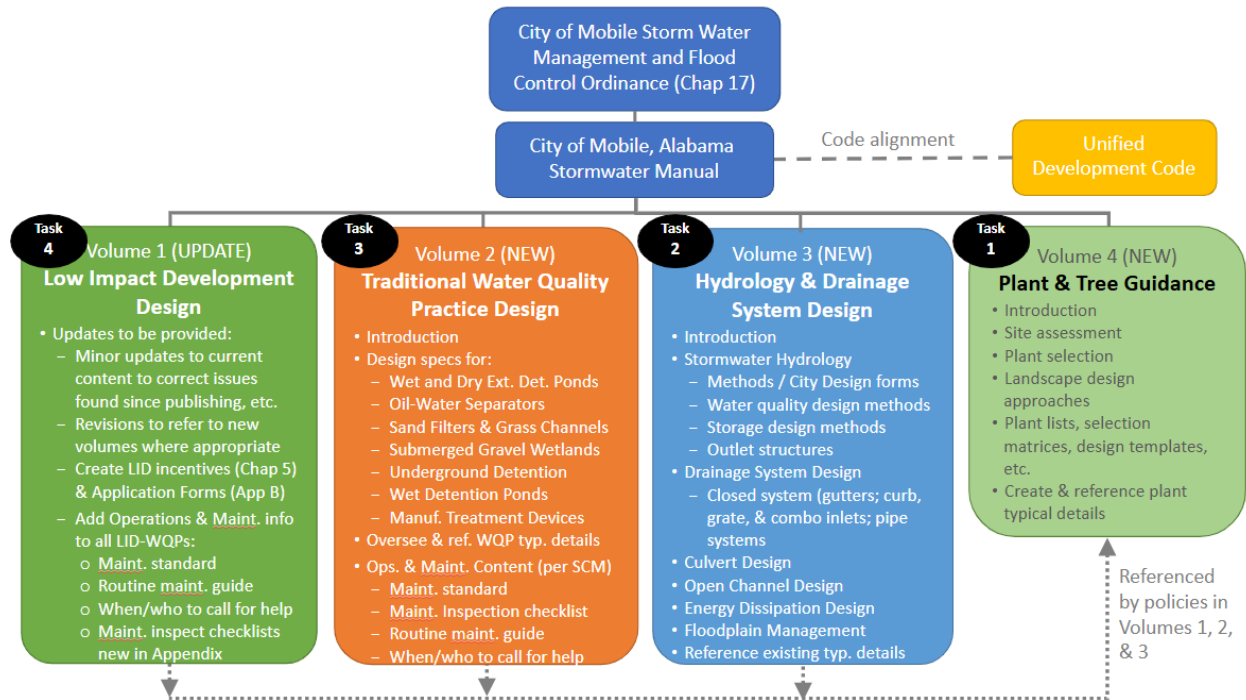
Mobile Area Stormwater Mapping & Resiliency Planning

Scope of Services and Fee Proposal – Additional Services

1.0 Background

Under the previous name Wood Environment & Infrastructure Solutions, Inc., WSP USA Inc. (WSP) was selected by the City of Mobile, Alabama (City) to assist with the State Expenditure Plan #15 for Mobile Area Stormwater Mapping & Resiliency Planning. In October 2023, WSP completed the first volume of the City's Stormwater Manual, Volume 1, Low Impact Development (LID) Design. Upon completion of Volume 1, WSP was tasked to create additional volumes for the City's Stormwater Manual.

This scope of work and fee proposal details WSP's professional services related to the development of additional content and volumes to supplement the City's Stormwater Manual, as requested by the City. The additional volumes include Volume 2 (Traditional Water Quality Practice (WQP) Design), Volume 3 (Hydrology & Drainage System Design), and Volume 4 (Plant & Tree Guidance). Also, WSP will be updating the previously completed Volume 1 (LID Design) content to include additional sections related to LID operations and maintenance (O&M) and incentivization of LID practices.



To complete these additional services, the WSP team will include Fagan Consulting LLC (Fagan). Fagan is a certified Disadvantaged Business Enterprise (DBE) and Woman-Owned Small Business Enterprise (WBE). Fagan staff will assist with providing technical input and review of each of the volumes listed above.

2.0 Scope of Services

This Proposal describes five (5) tasks associated with the development of Volumes 2, 3, and 4 and enhancements to Volume 1. Effort for project management is captured within each task and subtask described below. This effort includes status calls with the City Project Manager and project team, WSP staff and subcontractor coordination, budget and schedule management, grant and project reporting, and project invoicing.

Task 1. Volume 4 (Plant & Tree Guidance)

Volume 4 will establish City requirements and guidance for successful vegetation designs for vegetated LID and traditional WQPs and riparian buffers. Information will be conveyed via narrative and visual content such as planting plans, renderings, photographs, and typical details. The target audience is the professional land development community including landscape architects, engineers, nursery suppliers and City plan review staff.

The volume is anticipated to address the subjects listed below:

- Introduction
- Site Assessment
- Plant Selection & List
- Landscape Design Approaches
- Landscape Design Requirement Checklist
- Landscape References & Resources

Subtask 1a – Volume 4 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 1 scope, schedule and deliverables.
- Review and confirm the procedures for City reviews of volume drafts and post-review editing by WSP.
- Evaluate and confirm a preliminary Table of Contents annotated with expected content for each subject.
- Evaluate and confirm a preliminary list of typical details to be developed.
- Identify content resources including information to be provided by the City.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *Preliminary list of typical details (provided before the meeting to allow City review)*
- *Final list of typical details (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 1b – Volume 4 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 4. Graphic content will generally be comprised of figures and renderings. Figures will mostly include a photographic background image with mark-ups to include pertinent information to be displayed on the figure. Where needed to display original content or a more detailed illustration, WSP will develop renderings. Generally, renderings involve a higher degree of production time and specialized skillsets. The table below lists the number of renderings and figures anticipated for each subject.

Subject	# of Renderings	# of Figures
Introduction	1	4
Site Assessment	2	4
Plant Selection & List	2	2
Landscape Design Approaches	5	5
Landscape Design Requirements & Checklist	1	2
Landscape References & Resources	0	0

In addition to the content described above, WSP will develop and compile narrative and photographic content to create a plant list for trees, shrubs, flowering herbaceous, and grass species appropriate for use in the Mobile area. A high-resolution photograph will be included for each plant (this number is not included in the table above).

WSP will deliver Draft 1 of Volume 4 to the City for review. In addition to the volume, WSP will develop up to seven (7) typical details and accompanying notes for landscape design and construction. These typical details will be included in the "Landscape References & Resources" subject area per the above table. The details will be created in AutoCAD software. A draft of each typical detail will be provided to the City in PDF format for review and comment.

Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 4 (Plant & Tree Guidance) in Microsoft Word format*
- *Draft 1 of up to seven (7) typical details in PDF format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 1c – Volume 4 Draft 2

WSP will address the City's comments on Draft 1 of Volume 4 and the related typical details and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Deliverable(s):

- *Draft 2 of Volume 4 (Plant & Tree Guidance) in Microsoft Word format*
- *Draft 2 of typical details in PDF format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 1d – Volume 4 Final

WSP will address the City's comments on Draft 2 of Volume 4 and related typical details and deliver the Final Volume 4 and typical details to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 4 (Plant & Tree Guidance) in both Microsoft Word and PDF formats*
- *Final Volume 4 typical details delivered in both AutoCAD and PDF formats*

Task 2. Volume 3 (Hydrology & Drainage System Design)

Volume 3 will establish City requirements, guidance, and design specifications for stormwater hydrologic analyses and the design of a variety of stormwater drainage control and conveyance structures. Civil (site design) engineers are the target audience for the volume. Design specifications will be developed based on information provided by City staff, the City's existing typical details and design forms, and the Alabama Department of Transportation (ALDOT) Hydraulic Manual, documenting City and ALDOT design standards. Where helpful, WSP may also use the Georgia Stormwater Management Manual (GSMM) and Natural Resources Conservation Service (NRCS) hydrology manuals as resources for hydrologic methods and equations. The volume will address the following subjects:

- Introduction
- Hydrologic Methods
- Storage/Storage Outlet Design
- Open Channel Design
- Closed System Conveyance Design (pipes, etc.)
- Culvert Design
- Pavement Drainage Design (curb, gutter, inlets)
- Floodplain Management

The volume will reference existing typical details for City streets, curb & gutter, sidewalk, etc., created by the City.

Subtask 2a – Volume 3 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 2 scope, schedule and deliverables.
- Evaluate and confirm a preliminary Table of Contents annotated with expected content for each subject.
- Identify content resources including information to be provided by the City for content creation.

Deliverable(s):

- *WSP-facilitated recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 2b – Volume 3 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 3. Graphic content will be comprised of design tables, charts (e.g., such as a stage-storage chart or culvert nomograph), figures (e.g., simple diagrams that show a specific conveyance component or component design), and high-resolution photographs where appropriate. To ensure visual clarity of graphics collected from resource documents, graphic content will be managed as follows:

- **Tables** – Tables will be recreated by WSP.
- **Graphs** – Charts that have sufficient visual clarity will be transferred from resource documents. Those without suitable visual clarity will be recreated by the City and inserted by WSP into the volume.
- **Figures** – Figures that have sufficient visual clarity will be transferred from resource documents. Those without suitable visual clarity will be recreated by WSP.
- **Photographs** – Photographs used in the volume will be high-resolution. These can be provided from several sources, as follows:
 - Locally sourced photographs provided by the City will be used when provided.

- When locally sourced photographs are not available, photographs that can be transferred or sourced from resource documents or from WSP's extensive database will be used, provided they have sufficient visual clarity and resolution.

Typical details already created by the City will be provided by the City and WSP will reference them at appropriate locations within the volume. WSP will not present the typical details visually within the volume.

WSP will deliver Draft 1 of Volume 3 to the City for review. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 2c – Volume 3 Draft 2

WSP will address the City's comments on Draft 1 of Volume 3 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Deliverable(s):

- *Draft 2 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 2d – Volume 3 Final

WSP will address the City's comments on Draft 2 of Volume 3 and deliver the Final Volume 3 to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 3 (Hydrology and Drainage System Design) in both Microsoft Word and PDF formats*

Task 3. Volume 2 (Traditional Water Quality Practice (WQP) Design)

Volume 2 will verbalize the City requirements, guidance, and design specifications, which are currently articulated in multiple documents, such as design forms/checklists, etc., for traditional WQPs. Civil (site design) engineers are the target audience for the volume. It will be developed based on information provided by City staff and resources; WQP design manuals previously created by WSP, the GSMM, and the ALDOT Hydraulic Manual. Content brought over from reference documents will be appropriately modified to address the required standards of the City of Mobile and Alabama Department of Environmental Management (ADEM).

The structure of the design specifications will be the same as the specifications in the City's current LID Design volume, with the addition of a section addressing WQP operation and maintenance during and after land disturbing activities/construction. Slight modifications to the specification structure may be warranted given the differences between LID and traditional WQPs. Specifications will be provided for the traditional WQPs listed below:

- Dry detention ponds (multiple design variations)
- Wet detention ponds (multiple design variations)
- Underground detention systems
- Sand filters (multiple design variations)
- Submerged gravel wetlands
- Grass channels
- Oil-water separators
- Traditional manufactured treatment devices (MTDs)

Subtask 3a – Volume 2 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 3 scope, schedule and deliverables.
- Evaluate and confirm a preliminary Table of Contents annotated with anticipated content for each chapter and design specification.
- Evaluate and confirm a preliminary list of typical details to be developed by the City with input from WSP.
- Identify content resources including information to be provided by the City.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Preliminary, annotated Table of Contents (provided before the meeting to allow City review)*
- *Draft 1 Table of Contents, finalized (provided after the meeting)*
- *Preliminary list of typical details (provided before the meeting to allow City review)*
- *Final list of typical details (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 3b – Volume 2 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of Volume 2. Graphic content will be comprised of charts/graphs, tables, and high-resolution photographs where appropriate. To ensure visual clarity of graphics collected from resource documents, all tables will be recreated by WSP; charts/graphs that do not transfer from resource documents (such as the ALDOT manual) with visual clarity will be recreated by the City and inserted by WSP into the volume.

WSP will deliver Draft 1 of Volume 3 to the City for review. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. The City's Draft 1 review and the subsequent meeting shall take place within two months of the delivery of Draft 1. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of Volume 3 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 3c – Volume 2 Draft 2

WSP will address the City's comments on Draft 1 of Volume 2 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document. Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2.

Typical Details: The City will be responsible for the creation of typical details for traditional WQPs to be referenced in Volume 2. To assist with this effort, WSP will provide the City with AutoCAD DWG files for the traditional WQPs listed below, and the City may use these files as a reference to create their own typical

details:

- Dry detention ponds (multiple design variations)
- Wet detention ponds (multiple design variations)
- Sand filters (multiple design variations)
- Grass channels

Please note that WSP does not have example typical details for a submerged gravel wetland. Also, typical details for MTDs, underground detention basins, and Oil-Water separators are typically sourced directly by the design professional during the design process, from templates created by the WQP manufacturer. WSP does not recommend the City attempt to create typical details for these WQPs.

In addition to providing the example WQP AutoCAD files listed above, WSP will provide an associated PDF of each provided typical detail that will contain WSP's comments for suggested edits the City may want to consider making to the detail to ensure alignment with the WQP design specifications put forth in Draft 1 of Volume 2.

WSP is not responsible for creating or editing typical details, as the typical details will be re-created and edited by the City in AutoCAD. WSP will not include the typical details within the volume, but a link or reference to their location will be provided at appropriate locations within the volume.

Deliverable(s):

- *Draft 2 of Volume 2 (Hydrology and Drainage System Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*
- *Example typical details as listed above in DWG format, with WSP's suggested edits in PDF format*

Subtask 3d – Volume 2 Final

WSP will address the City's comments on Draft 2 of Volume 2 and deliver the Final Volume 2 to the City following the protocols outlined under Section 3.0.

WSP will review typical details created by the City for accuracy and to ensure consistency with the content presented in the Final Volume 2. WSP's comments on the City's typical details will be provided in PDF format.

Deliverable(s):

- *Final version of Volume 2 (Hydrology and Drainage System Design) in both Microsoft Word and PDF formats*
- *WSP's comments on the typical details, provided in PDF format*

Task 4. Volume 1 LID Design Revisions

Task 4 addresses revisions and enhancements to the City's current LID Design (Volume 1), and includes additional content related to include LID incentives, LID-WQP operation & maintenance (O&M), and additional revisions to allow for cross-volume references.

Subtask 4a – Volume 1 Kickoff Meeting

WSP will facilitate and record a virtual kickoff meeting with City staff using Microsoft Teams. The meeting goals are as follows:

- Review and confirm Task 4 scope, schedule and deliverables.
- Prepare a revised Table of Contents of the volume showing with annotations for new content to be provided.
- Identify content resources including information to be provided by the City.
- Establish a date for an LID-incentives meeting with the City and determine which City staff should

participate in the meeting.

Deliverable(s):

- *WSP-facilitated and recorded virtual kickoff meeting (anticipated to require 1 hour)*
- *Annotated Table of Contents (provided before the meeting to allow City review)*
- *Final Table of Contents (provided after the meeting)*
- *List of information to be provided by the City (provided after the meeting)*

Subtask 4b – Volume 1 Draft 1

WSP will develop and compile narrative and graphic content to create Draft 1 of revised Volume 1, as summarized below:

- **LID Incentives:** In the current LID Design Volume 1, Chapter 5 and Appendix B are marked as reserved for the inclusion of incentives for the use of LID practices and LID-WQPs. A draft Chapter 5 and Appendix B will be fully developed in this task for review by the Administration to determine if the incentives will be adopted. The activities described below will be performed for incentive development:
 - Incentive Meeting 1: WSP will facilitate and record a virtual meeting with City staff to review possible incentives identified during the task kickoff meeting and determine which incentives are appropriate or desirable for further development. Of those, WSP will also evaluate which are possible for inclusion in the revised Volume 1 within the project schedule. It is not unusual for land development/planning incentives to require multiple cross-departmental meetings or even work groups to fully develop and become policy. Thus, incentives included in revised Volume 1 will be confined to those that can be reasonably developed within the required timeframe of the project.
 - Draft Incentive Development: WSP will develop application criteria and standards for the incentives determined in Incentive Meeting 1.
 - Incentive Meeting 2: WSP will facilitate and record a virtual meeting with City staff to review and discuss the draft incentive application criteria and standards. During the meeting these will be displayed via Microsoft PowerPoint or Word software. City comments provided during the meeting will be used to revise the criteria and standards.
 - Chapter 5 and Appendix B development: WSP will develop Chapter 5 and Appendix B of Volume 1 based on the draft incentive application criteria and standards and City comments made during Incentive Meeting 2.
- **LID-WQP Operation & Maintenance Guidance:** The current design specifications for LID-WQPs do not include information regarding WQP operation and maintenance. Narrative and graphic information (figures, photographs, tables) will be developed and added by WSP to the design specifications in the current volume. It is anticipated this information will add up to 3 pages of additional content to each specification, depending on LID-WQP complexity. Operation checklists will be provided in (new) Appendix E.
- **Revisions to existing Volume 1 content:** Revisions are necessary to acknowledge or refer to Volumes 2, 3, and 4 where appropriate, correct minor mistakes found by the City since the original volume was developed, revise or add LID-WQP policies as identified by the City based on their use of the manual since 2023, and replace low-resolution photographs or figures identified by the City. Photographs added or replaced will be of high resolution.

The City is responsible for providing WSP with a list of desired content edits and recommended photograph replacements to the current Volume 1. WSP will revise Volume 1 content as requested by the City. WSP will also review and revise Volume 1 content to reference Volumes 2, 3, and 4 as needed. WSP will additionally correct grammar, spelling, referencing, and formatting mistakes that may be encountered during review.

Photographs can be provided from several sources, as follows:

- Locally sourced photographs provided by the City will be used when provided.
- When locally sourced photographs are not available, photographs that can be transferred or sourced from resource documents or from WSP's extensive database will be used, provided they have sufficient visual clarity.

This task does not include:

- Revision or recreation of the overall format of the current Volume 1. Formatting included in this task is confined to ensuring added/revised content is provided in a format consistent with the current volume.
- Revision or development of typical details.

WSP will deliver Draft 1 of revised Volume 1 to the City for review. The City's Draft 1 review and the subsequent meeting shall take place within one month of the delivery of Draft 1. Following the City's review of Draft 1, WSP will meet virtually with the City to review comments and WSP's proposed responses. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 1 of revised Volume 1 (LID Design) in Microsoft Word format with changes tracked (to show changes from original Volume 1)*
- *Recorded virtual meeting with City to review their comments and proposed WSP responses*

Subtask 4c – Volume 1 Draft 2

WSP will address the City's comments on Draft 1 of Volume 1 and deliver Draft 2 for City review, following the protocols outlined under Section 3.0 of this document.

Following the City's review of Draft 2, WSP will meet virtually with the City to review their comments and WSP's proposed responses. The City's Draft 2 review and the subsequent meeting shall take place within one month of the delivery of Draft 2. See Section 3.0 of this scope for the comment provision and review protocol.

Deliverable(s):

- *Draft 2 of Volume 1 (LID Design) in Microsoft Word format*
- *Recorded virtual meeting with City to review their comments and WSP responses*

Subtask 4d – Volume 1 Final

WSP will address the City's comments on Draft 2 of Volume 1 and deliver the Final Volume 1 to the City following the protocols outlined under Section 3.0.

Deliverable(s):

- *Final version of Volume 1 (LID Design) in both Microsoft Word and PDF formats.*

Task 5. Manual Content Launches

This task provides for the development and provision of up to two (2) virtual volume content launch seminars for Mobile-area site designers and users. The goals of the seminars are to introduce and celebrate

the City's new volumes and familiarize participants with their use and relevant policies. Each seminar will be up to two (2) hours in length.

Subtask 5a – Volume 3 Content Launch

Seminar 1 will cover Volume 3 (Hydrology and Drainage System Design). Activities are as follows:

- WSP will facilitate and record a virtual meeting with City staff to determine the date and time of the seminar and develop a seminar outline.
- WSP will prepare a PowerPoint presentation for the seminar using content from Volume 3.
- WSP will facilitate and record a virtual meeting with City staff to review and edit the presentation.
- WSP staff will deliver/launch the presentation publicly via Microsoft Teams (or other virtual meeting platform if provided/supported by the City) and assist with questions and answers during the seminar.

Deliverable(s):

- *Up to two (2) recorded preparatory meetings with City staff*
- *Presentation delivery/launch meeting, up to two (2) hours*
- *Final seminar PowerPoint presentation in PPT and PDF formats*

Subtask 5b – Volumes 1, 2, and 4 Content Launch

Seminar 2 will cover revised Volume 1 (LID Design), Volume 2 (Traditional WQP Design), and Volume 4 (Plant & Tree Guidance). Activities are as follows:

- WSP will facilitate and record a virtual meeting with City staff to determine the date and time of the seminar and develop a seminar outline.
- WSP will prepare a PowerPoint presentation using content from Volumes 1, 2, and 4.
- WSP will facilitate and record a virtual meeting with City staff to review and edit the presentation.
- WSP staff will deliver/launch the presentation publicly via Microsoft Teams (or other virtual meeting platform if provided/supported by the City) and assist with questions and answers during the seminar.

Deliverable(s):

- *Up to two (2) recorded preparatory meetings with City staff*
- *Presentation delivery/launch meeting, up to two (2) hours*
- *Final seminar PowerPoint presentation in PPT and PDF formats*

3.0 Drafts and Revisions

The development of each volume included in this scope includes delivery of two (2) Draft versions and one (1) Final version. This section describes the process for reviewing and revising Drafts 1 and 2 and preparing the Final volume. Given the number of deliverables to be developed and reviews/edits performed by both City staff and WSP, it is imperative that all parties adhere to the protocol to support a smooth project execution and maintain the associated project cost and schedule.

Manual Volumes

Regarding Draft 1 deliverables and review, the following assumptions were made in WSP's development of the scope of services and its associated fee:

Draft 1:

1. The general format and layout of the City's current Volume 1 (LID Design) is the format to be used

for Volumes 2, 3, and 4. Changes to this original format are not included in this scope of services.

2. The purpose of the Draft 1 of each volume is to provide the City with a deliverable that focuses on the accuracy and completeness of the technical content. Thus, Draft 1 of Volumes 2, 3, and 4 will be largely unformatted and in black and white. To facilitate reviewer understanding of the content, chapter and section headings, graphics, and tables will be numbered and titled, and equations will be numbered. Graphics will be placed in the general area of the document where they are referenced in the narrative. Thus, the City will perform a complete and thorough review of the narrative content and graphics while reviewing Draft 1. This will ensure that the City's review of subsequent Draft 2 will result in substantially fewer comments on narrative content and graphic quality and suitability.
3. WSP will deliver the Draft 1 volumes in Microsoft Word format. The City will utilize "Track Changes" and "Comment" features in Word to provide edits and comments, respectively, to WSP for Draft 1. WSP assumes that the City will consolidate and simplify their edits and comments prior to transferring them back to WSP. As such, WSP requests the following:
 - a. All City staff reviewers provide their edits and comments in the same Microsoft Word file.
 - b. Questions to be resolved between City staff, and City edits and comments that conflict or are disputed between different City staff will be resolved by the City before the edits/comments are transferred to WSP, except in instances where the City requires technical assistance from WSP to resolve an issue.
 - c. Draft should be housed on City's One Drive for editing.
4. The City will deliver the Draft 1 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
5. WSP will preliminarily review all edits/comments received on Draft 1 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's proposed responses.

Regarding Draft 2 deliverables and reviews, the following assumptions were made in WSP's development of the scope of services and its associated fee:

Draft 2:

1. Following the Draft 1 comment-review meeting with the City, WSP will rectify all City track changes provided in Draft 1.
2. WSP will then address each City comment received on Draft 1 through the following steps:
 - a. If the City comment is directly requesting a clear edit to the narrative, WSP will provide associated edits using track changes, factoring in decisions made during the Draft 1 comment-review meeting with the City.
 - b. If the City comment is commentary or otherwise meant as a direct question for WSP to answer, WSP will provide an associated response within the comment box.
3. WSP will also perform full formatting procedures as part of the preparation of Draft 2, keeping with the format of the City's current Volume 1 LID Design. Formatting includes but is not limited to applying correct and consistent margins and justifications, appropriate pagination, colored and correctly titled/numbered page headers and footers, Tables of Contents, and correctly colored chapter and section headings and tables. It's important to note that the formatting measures will NOT be completed while the track-changes function is turned on to avoid unnecessary messiness

and disorganization.

4. The purpose of the Draft 2 deliverable is two-fold. To start, the Draft 2 shall reflect full resolution of the City's Draft 1 comments and edits. Also, since Draft 2 is the first version to be delivered in a formatted fashion, Draft 2 provides the City with the first opportunity to review and comment on the overall look and layout of the volume.
5. WSP will deliver the Draft 2 volumes in Microsoft Word format.
6. The City will review each track change and comment response made by WSP and one of the following shall occur:
 - a. If WSP's edit is deemed acceptable by the City, the track change will be left as is by the City.
 - b. If a WSP edit requires further clarification on the part of the City, the City will provide a comment to WSP within the Word document, and the associated edit and comment will be discussed during the subsequent Draft 2 comment-review meeting between the City and WSP.
 - c. If WSP's comment response is deemed acceptable by the City, the comment will be marked as "Resolved" by the City.
 - d. If WSP's comment response requires further clarification on the part of the City, the City will provide a response in the comment to denote this, and the comment will be discussed during the subsequent Draft 2 comment-review meeting.
7. The City will also review the Draft 2 version for format-related elements and will provide comments to WSP within the Word document. Any comments will be discussed during the subsequent Draft 2 comment-review meeting.
8. It is anticipated that the City will **not** have a substantial degree of new comments in Draft 2 related to the technical content, as the City is expected to do a full and thorough review of technical content during the Draft 1 review. However, in the event that the City does have additional comments on technical content during the Draft 2 review, the City will provide comments to WSP in the same fashion outlined under Draft 1, Step 3.
9. The City will deliver the Draft 2 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
10. WSP will preliminarily review all edits/comments received on Draft 2 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's proposed responses. It is anticipated that WSP will resolve Draft 2 City comments in full during the Draft 2 comment-review meeting with the City. Following this meeting, WSP will save a copy of the Word version that contains any final track changes or comment responses that were made during the meeting.

Final:

Regarding the Final deliverables and review, the following assumptions were made in WSP's development of the scope of services and its associated fee:

1. Following the Draft 2 comment-review meeting, WSP will resolve any remaining track changes within the Draft 2 volume and will remove all comments from the Word document.
2. WSP will prepare the Final volume as a fully formatted and clean document, in both Microsoft Word and PDF formats. The Final deliverable will be delivered to the City in a similar fashion as the Volume 1 LID Design, and will include the following:

- a. Each Final volume will be provided to the City in Microsoft Word format, absent of all track changes and comments that resulted from the Drafts 1 and 2 reviews/revisions. Volumes will consist of multiple chapters and in some cases, design specifications. Each chapter and design specification will be delivered as separate Microsoft Word files. The chapters and specifications for each volume will not be delivered as a single Microsoft Word file.
- b. A Final consolidated volume will also be provided to the City in PDF format, and will be complete with the volume cover, respective Table of Contents, all chapters, sections, and appendices. The PDF will be navigable from the Table of Contents only. Design specifications will be provided as separate PDF files.
- c. Any checklists or application forms included in appendices will be provided as separate PDF files to facilitate their use by design professionals.

Typical Details

Volume 4 (Plant & Tree Guidance) includes the development of up to seven (7) typical details by WSP. Reviews and edits to typical details will be performed using the protocol described below:

Draft 1:

1. The general format of the typical details previously developed for the LID Design volume will be used by WSP for the development of typical details associated with Volume 4. Substantial changes to the original format are not included in this scope of services.
2. It is anticipated that the City will perform a complete and thorough review of the Draft 1 typical details, thereby resulting in significantly less comments during the review of Draft 2.
3. WSP will deliver Draft 1 of the typical details to the City in PDF format. The City will provide edits and comments directly on the PDF using the comment function of the PDF editing software. The comments should be placed in proximity to the component or element requiring editing.
4. WSP assumes that the City will consolidate and simplify their edits and comments prior to transferring them back to WSP. Questions to be resolved between City staff, and City edits and comments that conflict or are disputed between different City staff will be resolved by the City before the PDF file is transferred back to WSP, except where the City requires technical assistance from WSP to resolve these issues.
5. The Draft should be housed on the City's One Drive for editing.
6. The City will deliver the Draft 1 comments and edits to WSP and WSP will keep a record of all City review comments and edits for future reference.
7. WSP will preliminarily review all edits/comments received on Draft 1 and will facilitate and record a meeting with the City to discuss edits/comments and WSP's related responses.

Draft 2:

1. Following the Draft 1 comment-review meeting with the City, WSP will address each City comment received on Draft 1 through the following steps:
 - a. If the City comment is directly requesting a clear edit to the typical detail content, WSP will make the associated edits to the native AutoCAD file.
 - b. If the City comment is commentary or otherwise meant as a direct question for WSP to answer, WSP will provide an associated response within the comment box in the PDF.

2. WSP will deliver Draft 2 of the typical details to the City in PDF format.
3. The City will review each comment response and edit made by WSP and one of the following shall occur:
 - a. If WSP made edits to the detail in relation to a City comment, or if WSP responded directly to a City comment and the City deems WSP's response/edit as acceptable, the City shall mark that comment as "Resolved".
 - b. If the City does not find WSP's comment response or related detail edits acceptable, the City shall respond accordingly via the comment box.
4. The City will deliver the Draft 2 comments to WSP and WSP will keep a record of all City review comments for future reference.
5. WSP will preliminarily review all comments received on Draft 2 and will facilitate and record a meeting with the City to discuss comments and WSP's proposed responses/edits.

Final:

1. Following the Draft 2 comment-review meeting, WSP will resolve all City comments on Draft 2.
2. WSP will prepare the Final version and send the Final PDF and Final AutoCAD files to the City.

4.0 Proposed Fee

The Scope of Services outlined above will be performed for a lump sum fee of \$549,920.28 based on the fee breakdown per task and subtask outlined below:

Task #	Task Name	Task Fee
Task 1 (Volume 4 Plant & Tree Guidance)		
1a	Volume 4 Kickoff Meeting	\$2,856.24
1b	Volume 4 Draft 1	\$108,838.90
1c	Volume 4 Draft 2	\$53,870.45
1d	Volume 4 Final	\$17,114.62
Subtotal:		\$182,680.21
Task 2 (Volume 3 Hydrology & Drainage System Design)		
2a	Volume 3 Kickoff Meeting	\$3,231.23
2b	Volume 3 Draft 1	\$75,185.22
2c	Volume 3 Draft 2	\$35,787.42
2d	Volume 3 Final	\$12,025.89
Subtotal:		\$126,229.76
Task 3 (Volume 2 Traditional WQP Design)		
3a	Volume 2 Kickoff Meeting	\$2,730.86
3b	Volume 2 Draft 1	\$79,676.92
3c	Volume 2 Draft 2	\$26,283.62
3d	Volume 2 Final	\$12,693.16

	Subtotal:	\$121,384.56
Task 4 (Volume 1 LID Design Revisions)		
4a	Volume 1 Kickoff Meeting	\$2,750.12
4b	Volume 1 Draft 1	\$71,934.95
4c	Volume 1 Draft 2	\$13,664.07
4d	Volume 1 Final	\$7,968.29
	Subtotal:	\$96,317.43
Manual Content Launches		
5a	Volume 3 Content Launch	\$8,577.20
5b	Volumes 1, 2, and 4 Content Launch	\$14,731.12
	Subtotal:	\$23,308.32
	TOTAL:	\$549,920.28

5.0 Invoicing Schedule

WSP will provide monthly invoices to the City, which will provide the percent-complete per task. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed.

Based on the estimated project duration of 24 months, it is anticipated that a maximum of 24 monthly invoices will be delivered to the City during the project's duration. However, if the project schedule exceeds the anticipated 24-month schedule, monthly invoices will be sent to the City until the project reaches completion.

6.0 Anticipated Schedule

The Scope of Services has a period of performance of 24 months. Anticipated task and subtask schedules are presented in the table that follows:

City of Mobile Stormwater Mapping & Resiliency Planning – Additional Services

Task	2025										2026												2027	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb
Volume 4 Plant & Tree Guidance																								
Task 1a Kickoff Meeting	x																							
Task 1b DRAFT 1	x	x	x	x	x																			
Task 1c DRAFT 2								x	x	x														
Task 1d FINAL												x	x											
Volume 3 Hydrology & Drainage System Design																								
Task 2a Kickoff Meeting	x																							
Task 2b DRAFT 1	x	x	x	x	x	x																		
Task 2c DRAFT 2									x	x	x													
Task 2d FINAL													x	x										
Volume 2 Traditional WQP Design																								
Task 3a Kickoff Meeting							x																	
Task 3b DRAFT 1							x	x	x	x	x	x												
Task 3c DRAFT 2															x	x	x							
Task 3d FINAL																			x	x				
Volume 1 LID WQP Design (Revision)																								
Task 4a Kickoff Meeting									x															
Task 4b DRAFT 1									x	x	x	x	x											
Task 4c DRAFT 2															x	x	x							
Task 4d FINAL																			x	x				
Content Launches																								
Task 5a Content Launch 1: Volume 3													x	x										
Task 5b Content Launch 2: Volumes 1, 2, and 4																					x	x		

- Orange cells represent the anticipated City review and Draft comment-discussion period.

21.422

RESOLUTION

2021

Sponsored by: Mayor William S. Stimpson

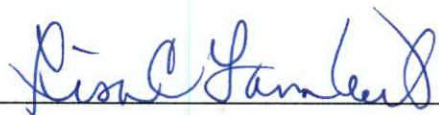
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined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

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

COM Project Number: 2020-2045-7

Adopted: JUN 08 2021



City Clerk

**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 **Wood Environment & Infrastructure Solutions, 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 **Wood Environment & Infrastructure Solutions, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER 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, Repetitive Loss and Pre-Design Manual. 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

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 is divided into two primary project tasks and will be completed simultaneously:

- A. Repetitive Loss Area Analyses
- B. Design Guidance Manual

A. REPETITIVE LOSS AREA ANALYSIS

The CITY will provide the CONSULTANT with the following data and support for the Repetitive Loss Area (RLA) Analysis:

- a. ArcGIS Mapping data to include:
 - i. Parcel lines
 - ii. Building footprints
 - iii. Storm water infrastructure
 - iv. Contour data
- b. Parcel Data and Parcel Building Details
- c. High water marks, if available
- d. Distribute property owner notifications for properties identified, Subtask A.2. Repetitive Loss Area Data Collection, to be within RLAs. Notifications will be prepared by the CONSULTANT and approved by the CITY

Based on the existing repetitive loss property data (2015), it is assumed there will be up to 20 defined repetitive loss areas.

1. Identification of Repetitive Loss Properties and Update and/or Delineation of RLAs

- A. The CONSULTANT will work with the CITY to review existing repetitive loss property data (2015), including claim information.
- B. The CONSULTANT will work with the CITY to delineate RLAs based on the 2015 repetitive loss property data and will incorporate updated information from FEMA, if received in a timely fashion. The RLAs will include repetitive loss properties and neighboring structures that are subject to the same or similar flood hazard.
- C. Maps, showing the RLAs, Special Flood Hazard Areas (SFHAs), and existing stormwater infrastructure, will be prepared to show the extent of repetitive flooding throughout the CITY.
- D. With the CITY's agreement on the RLAs, the CONSULTANT will proceed with Subtask 2.

Deliverable(s): Defined, prioritized RLAs and associated maps

2. Repetitive Loss Area Data Collection

- A. The CONSULTANT will utilize parcel data and stormwater infrastructure data, as provided by the CITY, to analyze each RLA in the CITY to determine the potential mitigation alternatives to reduce repetitive flood damage.
- B. The CONSULTANT will visit each RLA and collect additional site data, as necessary, and confirm drainage patterns around the structures.
- C. Property owners within the RLAs should be notified of the repetitive loss area analysis process and be allowed to review and comment on mitigation strategies. CONSULTANT will prepare a letter, to be mailed by the CITY, to all property owners within the mapped RLAs prior to the site visit. This effort allows the CONSULTANT and the CITY to consider input from diverse interests, and promotes discussion about creating a safer, more

flood-resilient community.

- D. The CONSULTANT will also review flood insurance claims dates to identify and document the cause of flooding as associated with noted disaster declarations, the result of a lower-level flood, or a localized stormwater issue.

Deliverable(s): RLA Analysis notification letter; Database of RLA properties

3. Repetitive Loss Area Mitigation Strategy Development

- A. The CONSULTANT will make a preliminary determination of the cause of the repetitive flooding and appropriate mitigation measures for each RLA. Mitigation measures considered will include preventative actions, property protection, natural resource protection, emergency services, structural projects, and public information. Mitigation measures will also be evaluated for conformance with CITY land development code and National Flood Insurance Program (NFIP) requirements.

- B. Mitigation strategy recommendations will be reviewed by CITY for comment.

- C. Final recommendations will be documented in a summary report.

Deliverable(s): RLA Mitigation Summary Report

4. Expanding RLA Mitigation Strategies to Stormwater Best Management Practices (BMP) Designs for the BMPs Located in the SFHA

- A. The CONSULTANT will provide policy recommendations regarding the use of BMPs in SFHAs. The goal will be for the Manual to clearly identify which stormwater BMPs (quality control, quantity control, or both) are suitable (or allowed) for use in SFHAs, and to establish design adjustments to standard BMP design specifications for BMPs located within an SFHA.

- B. The recommendations will consider the mitigation strategies identified in Subtask A.3 and data of local hydrologic conditions.

Deliverable(s): Policies and design specification adjustments for BMPs located in SFHAs (see Task B.1)

B. DESIGN GUIDANCE MANUAL

The CONSULTANT will develop a preliminary conceptual Design Guidance Manual to serve as a supplement to the CITY's existing Floodplain Management Plan. The outcomes will:

- a. Provide guidance on reliable Low Impact Development (LID) stormwater techniques (item 3.7 in the RFQ) and Green Infrastructure Best Management Practices (GI-BMPs), including feasibility (soil conditions, topography, subsurface capacity, historical flooding, utility conflicts, etc.) and proper design.
- b. Ensure the CITY will remain fully compliant with the conditions of the National Pollutant

Discharge Elimination System (NPDES) Permit Number ALS000007 and, where possible, align with or enhance existing CITY permit activities and programs, such as public education and outreach.

- c. Work within the CITY's current stormwater design and construction rules and processes without increasing significant unnecessary administrative burden.
- d. Align with existing CITY land development codes (e.g., the Unified Development Code), specifications, and standards, as well as with existing long-range plans, such as the Comprehensive Plan, Map for Mobile, the Three Mile Creek Watershed Plan, and Tricentennial Greenspace Master Plan, where appropriate.

1. LID/GI Roadmap

A LID/GI Roadmap is a locally focused strategic plan that identifies the potential barriers and opportunities to use of LID and GI-BMPs and provides prioritized strategies and tactics for addressing them. This ensures LID practices and GI-BMPs will be carried into a community's land development projects in *locally appropriate* ways. Some of the strategies developed in the Roadmap will inform the Design Guidance Manual while others will address related codes, plans and activities.

- A. The CONSULTANT will utilize a LID Scorecard to guide a detailed evaluation of local ordinances, codes, and current practices to systematically compare local development rules against model development principles and approaches.
- B. The CONSULTANT will obtain and review codes, standards, specifications, and documents relevant to stormwater management and land development within the CITY, relevant to stormwater management and land development permitting, construction site runoff management, design and construction planning and inspection tools and processes, and the construction termination process.
- C. Utilizing the gathered data, the CONSULTANT will perform initial scoring on the LID Scorecard and facilitate a focus group, including CITY staff and CONSULTANT, to introduce the LID/ GI Roadmap concept.
- D. The CONSULTANT will meet with key CITY staff to discuss LID/GI, post-construction stormwater management, and land development rules and processes. Intent of meetings:
 - a. Ascertain where differences lie between stormwater rules/process on-paper versus in practice (such differences are common),
 - b. Identify the problems, issues, needs, and opportunities for stormwater management standards and, in particular, LID techniques and GI-BMPs,
 - c. Understand CITY staff vision/ideas for solutions to problems and issues, and for the Design Guidance Manual and an updated Floodplain Management Plan; and
 - d. Finalize Scorecard data and initiate the development of Roadmap strategies

E. The LID Roadmap shall include prioritized strategies pertaining to:

- a. Ordinance language revisions for related zoning, subdivision, and other relevant CITY regulations,
- b. Policy or operational changes for CITY departments to support public or private LID implementation and maintenance,
- c. Updates or additions to CITY plans and permits and related processes,
- d. A draft, annotated table of contents for the Design Guidance Manual (see Subtask 7), and
- e. The development of Mobile-specific incentives for LID practices and GI-BMPs.

F. The CONSULTANT will complete the Scorecard and develop preliminary LID/GI Roadmap strategies. Strategies will require vetting and approval by CITY staff.

G. Working with the CITY, the CONSULTANT will further refine and prioritize strategies, resulting in a final LID Roadmap. Each strategy will be accompanied by a priority change, appropriate tactics, timeframe (if known), and responsible department(s) to implement change. An implementation schedule and estimate of resource needs will be provided.

H. The CONSULTANT will develop a framework and schedule for the future update of the CITY's Floodplain Management Plan (FMP). The framework shall be documented in a memorandum, separate from the Roadmap, and will:

- a. Recommend rules for BMP design inside and outside of SFHAs (item 3.6 in the RFQ),
- b. Provide a preliminary table of contents for an updated FMP to include recommendations for a Stormwater Design Manual for the design of non-GI-based water quality BMPs and for detention/retention (storage) basins,
- c. Identify ancillary needs to an updated FMP, potentially to include plan review checklists, design aids, inspection and maintenance aids, and educational resources to support its implementation,
- d. Identify codes or processes that may need to be modified to accommodate stormwater design, construction, and post-construction BMP maintenance requirements, and
- e. Provide a Community Engagement Plan for the update of the FMP and the post-construction BMP management rules and process. The Community Engagement Plan will identify and provide outreach, educational, and training strategies for the many different stakeholder groups in post-construction BMP management (i.e., developers and designers, contractors, private BMP owners and maintainers, public BMP designers and maintainers, elected officials, and the public).

Deliverables: LID Scorecard (1 final); LID Roadmap (1 draft, 1 final); Community Engagement Plan (1 draft, 1 final), all files to be delivered in Excel and/or PDF format

2. Manual Development

Development of a Design Guidance Manual to establish CITY guidance for the use of LID practices and GI-BMPs on standard land development projects within the CITY. The Design Guidance Manual will not include content specific to the design of “green streets” or specialized BMPs for service in the roadway rights-of-way. The Table of Contents developed in the LID Roadmap will be used to guide production of the Design Guidance Manual. Design Guidance Manual shall include:

LID Content

1. General education on LID as a stormwater management approach and common LID practices
2. Definition/description of Mobile’s LID incentives, with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
 - c. Specifications for up to six (6) Mobile-accepted LID practices that must be designed, such as reforestation, soil restoration, downspout disconnections, stream buffer preservation and enhancement. Typical details will also be provided, if appropriate for the selected LID practices.
3. Detailed site planning guidance for individual, Mobile-appropriate LID techniques, such as impervious surface reduction, open space preservation, reforestation, soil amendments, stream buffer preservation, pocket clearing/grading, etc.

GI-BMP Content

1. General education on GI-BMPs as a stormwater management approach
2. Definition/description of Mobile’s GI-BMP incentives with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
3. Definition/description of Mobile’s GI-BMP feasibility criteria (i.e., where/when GI is appropriate and not), underdrain requirements and design, and vegetation requirements
4. BMP design specifications and design and selection procedures for Mobile-appropriate GI-BMPs
 - a. Design specifications for up to 10 GI-BMPs. Standard GI-BMPs include bioretention areas; bio-slope; infiltration practices; stormwater planters; vegetated filter strip; permeable pavers; pervious concrete/asphalt; regenerative stormwater conveyance; grass channels, and green proprietary systems
 - b. Infiltration test criteria and requirements
 - c. Underdrain design requirements and usage policies

5. Development of plan requirements to ensure proper design by designers and facilitate an appropriate level of plan review by CITY staff

6. Typical details for up to ten (10) GI-BMPs

A. The CONSULTANT will help the CITY determine the format and overall “look” for the Design Guidance Manual. Two format options will be produced for CITY review and comment. Once a preferred format is selected, the CONSULTANT will work with CITY staff to refine it to a final format.

B. The CONSULTANT shall prepare two (2) drafts of the Manual for the CITY to review and provide comment. The CITY will engage a Technical Advisory Committee made up of planners, landscape architects, local engineers, scientists, developers, and encourage public input for review of the draft Manual. One meeting with the CITY Staff Focus Group will be held after delivery of draft 2 of the manual to receive CITY comments including comments received from the Technical Advisory Committee and the public. The final Manual shall then be prepared and delivered electronically in PDF format.

Deliverable(s): Draft and final manual format; Design Guidance Manual, two (2) drafts and one (1) final. All final copies shall be delivered in PDF format. All draft copies shall be delivered in Microsoft Word and/or PDF format.

3. Manual Launch for Site Designers

Provides for the development and provision of a single virtual Design Guidance Manual “launch” session for Mobile-area site designers. The goals of the session are to introduce and celebrate the CITY’s Design Guidance Manual, present the LID and GI-BMPs incentives, and familiarize designers with the use of the manual and its policies.

Assumptions and caveats for this task are as follows:

1. The launch will be provided virtually using CONSULTANT’s platform subscription
2. The length of presentation, including time for questions and answers, will not exceed 3 hours
3. The CITY will provide a list of invitees and their email addresses to the CONSULTANT

The CONSULTANT will provide the following launch coordination and management services:

1. Creating and emailing launch invitations and “save the date” reminders (the invitation format will be consistent with the manual format)
2. Setting up the virtual meeting links for RSVPs and the virtual launch session
3. Receiving and managing RSVPs

4. Creating personalized PDH certificates and providing them to participants after the launch session

5. Recording the launch session and creating PDFs of the PowerPoint presentations

The CONSULTANT shall develop and present the launch session content. Virtual meetings will be held with the Core Team to plan for the launch session and review presentation content before its delivery.

One launch session will be held and recorded by the CONSULTANT. The recording shall be provided to the CITY for upload to the CITY website.

Deliverable(s): Design Guidance Manual launch session; Launch session presentations in Microsoft PowerPoint and PDF formats; Launch session coordination (initiations, PDH certificates (if applicable), launch recording, web hosting link (if selected by CITY))

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 bind 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 but shall be limited to the percentage completion of the tasks, 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 percentage complete for each task identified 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five Cents).
 - b. 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five 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. INDEMNIFICATION: 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 # S1P15-MASM, City Resolution 31.493.

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.

IN WITNESS WHERE OF, _____, a corporation,
has caused its name to be signed hereto by _____, its
_____, and by _____, its Secretary, both duly
authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused
this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above
written.

CITY OF MOBILE, A Municipal
Corporation

By: W. H. Hines
Its Mayor

ATTEST:

By: M. Merchant
Asst. Its City Clerk

Wood Environment & Infrastructure Solution, Inc.

By: G. White
Its: Vice President

Address: _____

Telephone: 615-944-9021

ATTEST:

By: Rhonda L. Biggs
Its: NOTARY PUBLIC

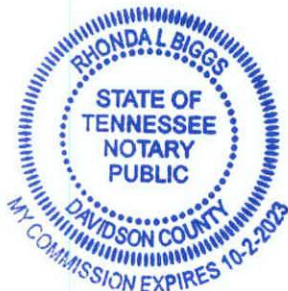


EXHIBIT A: PROJECT LOCATION

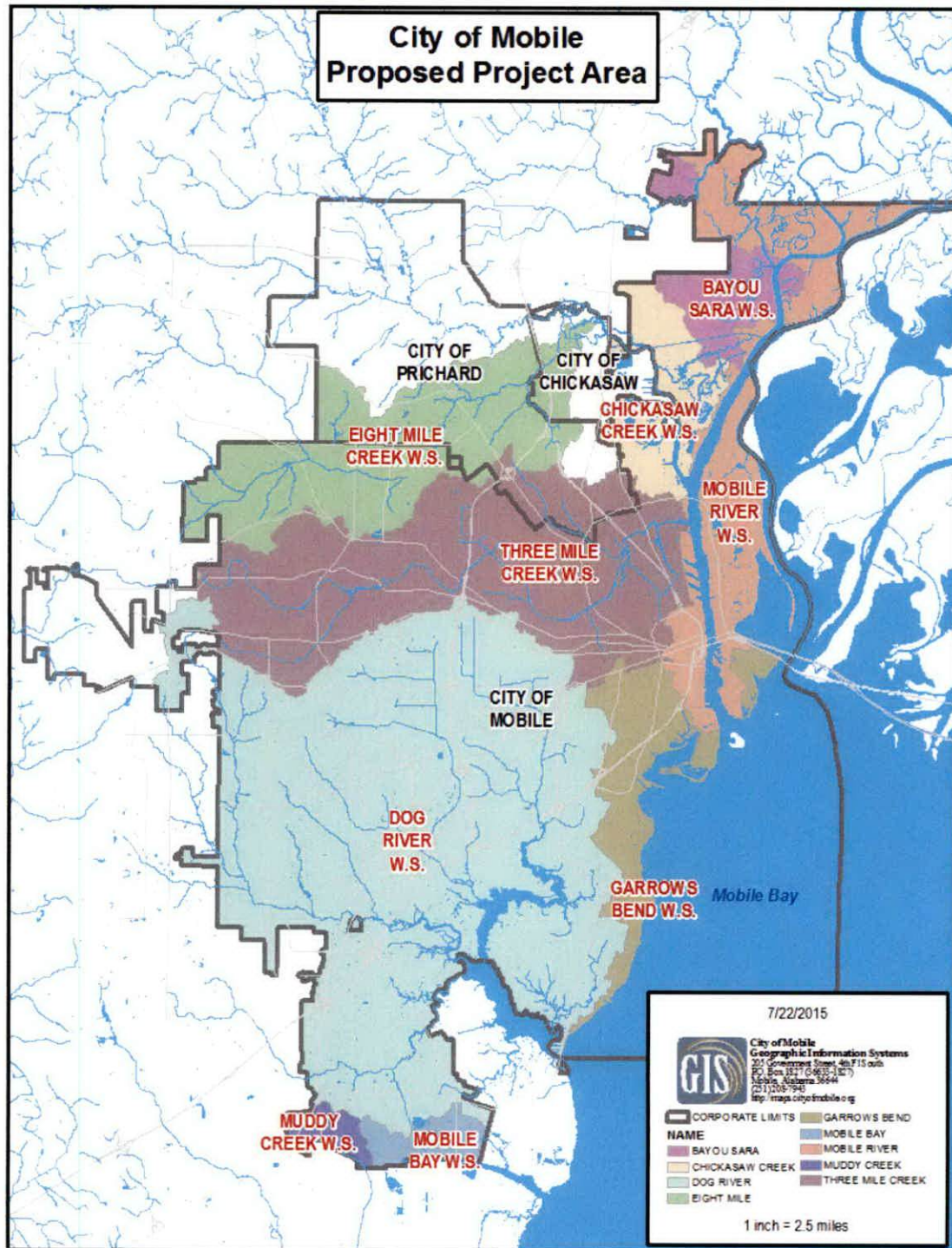


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure # 15, City of Mobile Project No. 2020-2045-7, Repetitive Loss and Pre-Design Manual

City of Mobile Project No. 2020-2045-7

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

TASK A: Repetitive Flood Loss Analyses

Subtask A.1: ID of Repetitive Loss Properties and Update/Delineation of Repetitive Loss Areas (RLAs).....	\$7,670.00
Subtask A.2: RLA Data Collection	\$12,545.00
Subtask A.3: RLA Mitigation Strategy Development	\$6,820.00
Subtask A.4: Expanding RLA Mitigation Strategies to Stormwater BMP Designs	\$7,965.00
Not to Exceed.....	\$35,000.00

TASK B: Design Guidance Manual

Subtask B.1: LID/GI Roadmap – Data Gathering and Initial Scoring	\$31,155.65
Subtask B.2: LID/GI Roadmap – Roadmap Development.....	\$51,060.30
Subtask B.3: Manual Development – Manual Format	\$3,605.00
Subtask B.4: Manual Development – Manual Creation	\$148,345.90
Subtask B.5: Manual Launch for Site Designers	\$15,810.00
Not to Exceed.....	\$249,976.85

<u>CONTRACT Not to Exceed</u>	<u>\$284,976.85</u>
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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.
 - Hard Copy
 - Word
 - PDF
 - Excel
- Hard Copy of Contract Documents:
 - Special Provisions
 - Articles of Agreement
 - 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

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/24/2021

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Ins Co 16535 INSURER B: American Guarantee & Liability Ins Co 26247 INSURER C: ACE American Insurance Company 22667 INSURER D: AIG Specialty Insurance Company 26883 INSURER E: American International Group UK Ltd AA1120187 INSURER F:

Holder Identifier:

COVERAGES CERTIFICATE NUMBER: 570087398479 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, LIMITS shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO484608500	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H25301900	07/01/2020	07/01/2021	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			AUC484608600 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67455708 Work Comp- AOS SCFC67455745 Work Comp- WI	07/01/2020	07/01/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Archit&Eng Prof			PSDEF2000726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2020	07/01/2021	Aggregate Limit \$1,000,000 Any One Claim \$1,000,000

Certificate No : 570087398479

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

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES. RE: Project Description: Perform repetitive loss analysis within the City, and provide a framework to develop an update to their stormwater manual.

CERTIFICATE HOLDER City of Mobile Alabama Attn: Lance Slater 205 Government Street, 2nd Floor Mobile AL 36655 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>
---	---



AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Numbe 570087398479			
CARRIER See Certificate Numbe 570087398479	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Additional Named Insured

JWGUSA Holdings, Inc.
Wood Group USA, Inc.
Wood Environment & Infrastructure Solutions, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler Industrial Power Company, Inc.
Amec Foster Wheeler Kamtech, Inc.
Amec Foster Wheeler Martinez, Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Ventures, Inc.
BMA Solutions, Inc.
C E C Controls Company, Inc.
Cape Software, Inc.
Foster Wheeler Intercontinental Corporation
Ingenious, Inc.
John Wood Group PLC
Kelchner, Inc.
MACTEC Engineering and Consulting, P.C.
MASA Ventures, Inc.
Mustang International, Inc.
Rider Hunt International USA, Inc.
RWG (Repair & Overhauls) USA, Inc.
Swaggart Brothers, Inc.
Wood Design, LLC
Wood Group Alaska, LLC
Wood Group Asset Integrity Solutions
Wood Group PSN, Inc.
Wood Group UK, Ltd
Wood Massachusetts, Inc.
Wood Programs, Inc.



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

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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	Wood Environment & Infrastructure Solutions, Inc. (Wood)
Address	169 Dauphin Street, Suite 320, Mobile, AL 36602
Telephone	504.339.2738
E-Mail	jeanette.kelson@woodplc.com

RFP/RFQ Solicitation Number	RFQ#15
Project Description	Mobile Area Stormwater Mapping and Resiliency Planning
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>2,662</u> Female <u>1,241</u> Minority <u>834</u> Non-minority <u>3,070</u> Vets <u>125</u> Total #of Employees <u>3,904</u> US employees

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeanette Kelson, PE, CFM

Signature:  Date: 05/18/2021

Title: Project Manager

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

Name: Jeanette Kelson Title: Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

E-mail: jeanette.kelson@woodplc.com Phone: 504-339-2738

**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



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CITY OF MOBILE
Subcontracting and Major Supplier Plan

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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 # City of Mobile State Expenditure Plan #15 Your Bid/Proposal Amount \$ 284,976.85 Date: 05/18/2021

Description: City of Mobile Storm Water Mapping and Resiliency Planning – Manual Update/Repetitive Loss

Name of Bidder/Proposer: Wood

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
Corporate Environmental Risk Management, LLC (CERM)	251-690-9080	Participate in efforts related to the development of typical detail sheets in Auto CAD format, related to the suggested updates to the stormwater design manual. Also, CERM is asked to participate in the development of a community engagement strategy for the City to consider for use if/when the time comes for the City to develop/release a fully updated stormwater manual to the community.	Approximately \$21,240.00	Approximately 8% of the total project budget	Yes	

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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251.208.7967
205 Government Street, 4th Floor

Neel-Schaffer	251-471-2000	Provide review and input on appropriate changes to Green Infrastructure/BMP Design Specifications and plan preparation requirements, for design/construction.	Approximately \$24,400.00	Approximately 9% of the total project budget	No	
Hydro Engineering Solutions	334-444-9287	Provide input to help with the identification of proposed projects to address repetitive loss properties within the City, specifically utilizing their knowledge of the hydrologic/hydraulic H&H modeling in the area.	Approximately \$4,500.00	Approximately 2% of the total project budget	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ___Wood Environment & Infrastructure Solutions, Inc. (Wood)_____

Contact Person: ___Jeanette Kelson___ Phone ___504-339-2738___ Email ___jeanette.kelson@woodplc.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

X 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. _

Wood originally reached out to McCrory & Williams, Inc., in Mobile, for potential teaming opportunities. However, they informed us that they had decided to join another team for this pursuit. Wood also left a voicemail for Wattier Surveying but did not receive a call back. In addition, Rowe Engineering & Surveying was contacted, but Wood was informed that they also had agreed already to joining another team.

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Wood approached CERM as a potential teaming partner, and a verbal commitment to our team was made. CERM was originally added to the project team with the primary role being to lead efforts related to community engagement and outreach as it relates to the development of an updated City stormwater manual. During the proposal/bidding stage (pre-award), we had estimated this effort resulting in about 15%-20% of the overall budget for the manual/repetitive loss project phase. However, upon award, and based on subsequent negotiation meetings with the City, it was noted that this project is not anticipated to require a great deal of external community engagement/outreach on part of the consultant. Therefore, CERM's level of effort on the project – as it relates to community engagement/outreach, unfortunately decreased. To offset this decrease, however, Wood has been working with CERM to identify other ways to incorporate them into the project, based on their qualifications. Based on follow-up discussions with CERM, it seems likely that the Wood team can utilize CERM staff to assist with Auto CAD drawings, specifically typical detail sheet development. In addition, CERM staff will still be asked to participate in the development/review of a preliminary plan for a communication strategy that the City may consider in the future, if and when the time comes for the City to invest in the development and release of a complete updated stormwater design manual.

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Edwin W. Watkins (affiant) who, being duly sworn says as follows:

Vice President of Wood Environment & Infrastructure Solutions, Inc.
~~President/CEO of~~

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Wood 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.

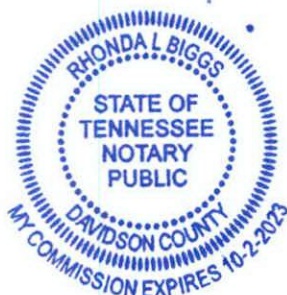
I further attest that said Wood is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 44372.

Ed W. Watkins
~~CEO of~~ Vice President, Wood

Sworn to and subscribed before me this the 25th day of May, 21 .

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

Rhonda L. Biggs
Signature and Seal of Notary Public



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 timeframes 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, 1977, 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.fsrs.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.

EXHIBIT I: SUB-AWARD AGREEMENT WITH AD



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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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

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2020

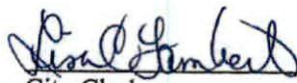
R E S O L U T I O N

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 0 7 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP15-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 Economics 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 Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

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

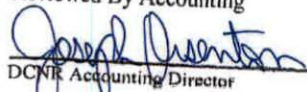
Its: Mayor

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: IMA12-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

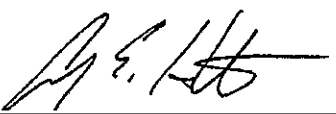
Title: Grants Accounting Supervisor

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: ☒ Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: ☒ Yes ☐ No
Additional Monitoring required: ☒ 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?

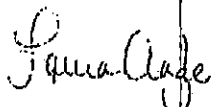
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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:
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Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
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Address: 205 GOVERNMENT ST

City: MOBILE

ZIP Code: 36602-2613

State/Province: ALABAMA

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 #15: 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 603 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	
		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
a. Salaries and Wages	23,564.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00	
b. Fringe Benefits	8,618.00	13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00	
c. Total Personnel Costs	32,382.00	14. RECOMMENDED FUTURE SUPPORT	
d. Equipment	0.00	(Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	100.00	YEAR	TOTAL DIRECT COSTS
f. Travel	84.00	a. 2	d. 5
g. Construction	0.00	b. 3	e. 6
h. Other	0.00	c. 4	f. 7
i. Contractual	3,049,206.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS	3,081,772.00	a. DEDUCTION	
k. INDIRECT COSTS	7,821.00	b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET	3,089,593.00	c. MATCHING	
m. Federal Share	3,089,593.00	d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share	0.00	e. OTHER (See REMARKS)	
		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 grantees when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:
Frederick Sutter, 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 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000619	19. DUNS 929933406	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

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
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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.

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 (Díaz 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



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

STATE EXPENDITURE PLAN #15

PROJECT No. 2020-2045-7

**CONSULTANT: WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.**

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GRANT CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: REPETITIVE LOSS AREA DATA COLLECTION AND MITIGATION

PROJECT LOCATION: MOBILE AREA

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: Amendment 1 AMOUNT: \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3375

OPERATIONAL ACCOUNT: 50235023-42200 (G-STORMWTR)

VENDOR #: 294455 VENDOR NAME: WSP USA Environment & Infrastructure, Inc

Prepared by: Chris Powell Date: 01/28/2025

REVIEWED AND APPROVED BY:

Jennifer Greene
01/28/2025 06:32 PM
jennifer.greene@cityofmobile.org

Nick Amberger
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Laura Angle
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Chris Kern
01/29/2025 05:07 PM
chris.kern@cityofmobile.org



AGENDA NOT REQUIRED

**AMENDMENT TO AGREEMENT BETWEEN
OWNER AND CONSULTANT**



This Amendment made and entered into this 31st day of January, 2025.

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

And Consultant: WSP USA Environment & Infrastructure, Inc.

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

WHEREAS, City and WSP USA Environment & Infrastructure, Inc. entered into an Agreement dated June 08, 2021, with regard to professional services necessary for the completion of a Design Guidance Manual and a Repetitive Loss Area Analysis (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 WSP USA Environment & Infrastructure, 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 #3 to extend the contract end date to January 31, 2025, shall be amended to reflect the contract end date as April 31, 2025;
- 1.2 The agreement shall be amended to include the following clause, "XI. Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without prior written consent of the other party."; and
- 1.3 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 W. H. Thompson
Its Mayor

ATTEST:

BY Risa C. Stant
Its City Clerk



WSP USA Environment &
Infrastructure, Inc.

BY Christine Mehle
Its Authorized Agent

Christine Mehle
Vice President, Local
Business Line Leader

State of Florida }
County of Miami-Dade }

I, the undersigned Notary Public, in and for said county and state, hereby certify that Christine Mehle [Individual's Name] whose name as Vice President, Line Leader [Title] of the WSP USA Inc [Corporation's Name], 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 28 day of January, 20 25

Maggie Proenza-Kanakis
Notary Public

Print Maggie Proenza-Kanakis

My commission expires: 03/20/2027



(Seal)

21 . 4 22

RESOLUTION

2021

Sponsored by: Mayor William S. Stimpson

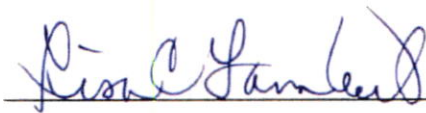
BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and
attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and
the company listed below, for work as outlined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

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

COM Project Number: 2020-2045-7

Adopted: JUN 08 2021



City Clerk



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

STATE EXPENDITURE PLAN #15

PROJECT No. 2020-2045-7

**CONSULTANT: WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.**

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**STATE OF ALABAMA
CITY OF MOBILE**

CONTRACT

This AGREEMENT made and entered into this 8th day of June, 2021, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Wood Environment & Infrastructure Solutions, 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 **Wood Environment & Infrastructure Solutions, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER 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, Repetitive Loss and Pre-Design Manual. 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

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 is divided into two primary project tasks and will be completed simultaneously:

- A. Repetitive Loss Area Analyses
- B. Design Guidance Manual

A. REPETITIVE LOSS AREA ANALYSIS

The CITY will provide the CONSULTANT with the following data and support for the Repetitive Loss Area (RLA) Analysis:

- a. ArcGIS Mapping data to include:
 - i. Parcel lines
 - ii. Building footprints
 - iii. Storm water infrastructure
 - iv. Contour data
- b. Parcel Data and Parcel Building Details
- c. High water marks, if available
- d. Distribute property owner notifications for properties identified, Subtask A.2. Repetitive Loss Area Data Collection, to be within RLAs. Notifications will be prepared by the CONSULTANT and approved by the CITY

Based on the existing repetitive loss property data (2015), it is assumed there will be up to 20 defined repetitive loss areas.

1. Identification of Repetitive Loss Properties and Update and/or Delineation of RLAs

- A. The CONSULTANT will work with the CITY to review existing repetitive loss property data (2015), including claim information.
- B. The CONSULTANT will work with the CITY to delineate RLAs based on the 2015 repetitive loss property data and will incorporate updated information from FEMA, if received in a timely fashion. The RLAs will include repetitive loss properties and neighboring structures that are subject to the same or similar flood hazard.
- C. Maps, showing the RLAs, Special Flood Hazard Areas (SFHAs), and existing stormwater infrastructure, will be prepared to show the extent of repetitive flooding throughout the CITY.
- D. With the CITY's agreement on the RLAs, the CONSULTANT will proceed with Subtask 2.

Deliverable(s): Defined, prioritized RLAs and associated maps

2. Repetitive Loss Area Data Collection

- A. The CONSULTANT will utilize parcel data and stormwater infrastructure data, as provided by the CITY, to analyze each RLA in the CITY to determine the potential mitigation alternatives to reduce repetitive flood damage.
- B. The CONSULTANT will visit each RLA and collect additional site data, as necessary, and confirm drainage patterns around the structures.
- C. Property owners within the RLAs should be notified of the repetitive loss area analysis process and be allowed to review and comment on mitigation strategies. CONSULTANT will prepare a letter, to be mailed by the CITY, to all property owners within the mapped RLAs prior to the site visit. This effort allows the CONSULTANT and the CITY to consider input from diverse interests, and promotes discussion about creating a safer, more

flood-resilient community.

- D. The CONSULTANT will also review flood insurance claims dates to identify and document the cause of flooding as associated with noted disaster declarations, the result of a lower-level flood, or a localized stormwater issue.

Deliverable(s): RLA Analysis notification letter; Database of RLA properties

3. Repetitive Loss Area Mitigation Strategy Development

- A. The CONSULTANT will make a preliminary determination of the cause of the repetitive flooding and appropriate mitigation measures for each RLA. Mitigation measures considered will include preventative actions, property protection, natural resource protection, emergency services, structural projects, and public information. Mitigation measures will also be evaluated for conformance with CITY land development code and National Flood Insurance Program (NFIP) requirements.
- B. Mitigation strategy recommendations will be reviewed by CITY for comment.
- C. Final recommendations will be documented in a summary report.

Deliverable(s): RLA Mitigation Summary Report

4. Expanding RLA Mitigation Strategies to Stormwater Best Management Practices (BMP) Designs for the BMPs Located in the SFHA

- A. The CONSULTANT will provide policy recommendations regarding the use of BMPs in SFHAs. The goal will be for the Manual to clearly identify which stormwater BMPs (quality control, quantity control, or both) are suitable (or allowed) for use in SFHAs, and to establish design adjustments to standard BMP design specifications for BMPs located within an SFHA.
- B. The recommendations will consider the mitigation strategies identified in Subtask A.3 and data of local hydrologic conditions.

Deliverable(s): Policies and design specification adjustments for BMPs located in SFHAs (see Task B.1)

B. DESIGN GUIDANCE MANUAL

The CONSULTANT will develop a preliminary conceptual Design Guidance Manual to serve as a supplement to the CITY's existing Floodplain Management Plan. The outcomes will:

- a. Provide guidance on reliable Low Impact Development (LID) stormwater techniques (item 3.7 in the RFQ) and Green Infrastructure Best Management Practices (GI-BMPs), including feasibility (soil conditions, topography, subsurface capacity, historical flooding, utility conflicts, etc.) and proper design.
- b. Ensure the CITY will remain fully compliant with the conditions of the National Pollutant

Discharge Elimination System (NPDES) Permit Number ALS000007 and, where possible, align with or enhance existing CITY permit activities and programs, such as public education and outreach.

- c. Work within the CITY's current stormwater design and construction rules and processes without increasing significant unnecessary administrative burden.
- d. Align with existing CITY land development codes (e.g., the Unified Development Code), specifications, and standards, as well as with existing long-range plans, such as the Comprehensive Plan, Map for Mobile, the Three Mile Creek Watershed Plan, and Tricentennial Greenspace Master Plan, where appropriate.

1. LID/GI Roadmap

A LID/GI Roadmap is a locally focused strategic plan that identifies the potential barriers and opportunities to use of LID and GI-BMPs and provides prioritized strategies and tactics for addressing them. This ensures LID practices and GI-BMPs will be carried into a community's land development projects in *locally appropriate* ways. Some of the strategies developed in the Roadmap will inform the Design Guidance Manual while others will address related codes, plans and activities.

- A. The CONSULTANT will utilize a LID Scorecard to guide a detailed evaluation of local ordinances, codes, and current practices to systematically compare local development rules against model development principles and approaches.
- B. The CONSULTANT will obtain and review codes, standards, specifications, and documents relevant to stormwater management and land development within the CITY, relevant to stormwater management and land development permitting, construction site runoff management, design and construction planning and inspection tools and processes, and the construction termination process.
- C. Utilizing the gathered data, the CONSULTANT will perform initial scoring on the LID Scorecard and facilitate a focus group, including CITY staff and CONSULTANT, to introduce the LID/ GI Roadmap concept.
- D. The CONSULTANT will meet with key CITY staff to discuss LID/GI, post-construction stormwater management, and land development rules and processes. Intent of meetings:
 - a. Ascertain where differences lie between stormwater rules/process on-paper versus in practice (such differences are common),
 - b. Identify the problems, issues, needs, and opportunities for stormwater management standards and, in particular, LID techniques and GI-BMPs,
 - c. Understand CITY staff vision/ideas for solutions to problems and issues, and for the Design Guidance Manual and an updated Floodplain Management Plan; and
 - d. Finalize Scorecard data and initiate the development of Roadmap strategies

E. The LID Roadmap shall include prioritized strategies pertaining to:

- a. Ordinance language revisions for related zoning, subdivision, and other relevant CITY regulations,
- b. Policy or operational changes for CITY departments to support public or private LID implementation and maintenance,
- c. Updates or additions to CITY plans and permits and related processes,
- d. A draft, annotated table of contents for the Design Guidance Manual (see Subtask 7), and
- e. The development of Mobile-specific incentives for LID practices and GI-BMPs.

F. The CONSULTANT will complete the Scorecard and develop preliminary LID/GI Roadmap strategies. Strategies will require vetting and approval by CITY staff.

G. Working with the CITY, the CONSULTANT will further refine and prioritize strategies, resulting in a final LID Roadmap. Each strategy will be accompanied by a priority change, appropriate tactics, timeframe (if known), and responsible department(s) to implement change. An implementation schedule and estimate of resource needs will be provided.

H. The CONSULTANT will develop a framework and schedule for the future update of the CITY's Floodplain Management Plan (FMP). The framework shall be documented in a memorandum, separate from the Roadmap, and will:

- a. Recommend rules for BMP design inside and outside of SFHAs (item 3.6 in the RFQ),
- b. Provide a preliminary table of contents for an updated FMP to include recommendations for a Stormwater Design Manual for the design of non-GI-based water quality BMPs and for detention/retention (storage) basins,
- c. Identify ancillary needs to an updated FMP, potentially to include plan review checklists, design aids, inspection and maintenance aids, and educational resources to support its implementation,
- d. Identify codes or processes that may need to be modified to accommodate stormwater design, construction, and post-construction BMP maintenance requirements, and
- e. Provide a Community Engagement Plan for the update of the FMP and the post-construction BMP management rules and process. The Community Engagement Plan will identify and provide outreach, educational, and training strategies for the many different stakeholder groups in post-construction BMP management (i.e., developers and designers, contractors, private BMP owners and maintainers, public BMP designers and maintainers, elected officials, and the public).

Deliverables: LID Scorecard (1 final); LID Roadmap (1 draft, 1 final); Community Engagement Plan (1 draft, 1 final), all files to be delivered in Excel and/or PDF format

2. Manual Development

Development of a Design Guidance Manual to establish CITY guidance for the use of LID practices and GI-BMPs on standard land development projects within the CITY. The Design Guidance Manual will not include content specific to the design of “green streets” or specialized BMPs for service in the roadway rights-of-way. The Table of Contents developed in the LID Roadmap will be used to guide production of the Design Guidance Manual. Design Guidance Manual shall include:

LID Content

1. General education on LID as a stormwater management approach and common LID practices
2. Definition/description of Mobile’s LID incentives, with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
 - c. Specifications for up to six (6) Mobile-accepted LID practices that must be designed, such as reforestation, soil restoration, downspout disconnections, stream buffer preservation and enhancement. Typical details will also be provided, if appropriate for the selected LID practices.
3. Detailed site planning guidance for individual, Mobile-appropriate LID techniques, such as impervious surface reduction, open space preservation, reforestation, soil amendments, stream buffer preservation, pocket clearing/grading, etc.

GI-BMP Content

1. General education on GI-BMPs as a stormwater management approach
2. Definition/description of Mobile’s GI-BMP incentives with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
3. Definition/description of Mobile’s GI-BMP feasibility criteria (i.e., where/when GI is appropriate and not), underdrain requirements and design, and vegetation requirements
4. BMP design specifications and design and selection procedures for Mobile-appropriate GI-BMPs
 - a. Design specifications for up to 10 GI-BMPs. Standard GI-BMPs include bioretention areas; bio-slope; infiltration practices; stormwater planters; vegetated filter strip; permeable pavers; pervious concrete/asphalt; regenerative stormwater conveyance; grass channels, and green proprietary systems
 - b. Infiltration test criteria and requirements
 - c. Underdrain design requirements and usage policies

5. Development of plan requirements to ensure proper design by designers and facilitate an appropriate level of plan review by CITY staff

6. Typical details for up to ten (10) GI-BMPs

A. The CONSULTANT will help the CITY determine the format and overall “look” for the Design Guidance Manual. Two format options will be produced for CITY review and comment. Once a preferred format is selected, the CONSULTANT will work with CITY staff to refine it to a final format.

B. The CONSULTANT shall prepare two (2) drafts of the Manual for the CITY to review and provide comment. The CITY will engage a Technical Advisory Committee made up of planners, landscape architects, local engineers, scientists, developers, and encourage public input for review of the draft Manual. One meeting with the CITY Staff Focus Group will be held after delivery of draft 2 of the manual to receive CITY comments including comments received from the Technical Advisory Committee and the public. The final Manual shall then be prepared and delivered electronically in PDF format.

Deliverable(s): Draft and final manual format; Design Guidance Manual, two (2) drafts and one (1) final. All final copies shall be delivered in PDF format. All draft copies shall be delivered in Microsoft Word and/or PDF format.

3. Manual Launch for Site Designers

Provides for the development and provision of a single virtual Design Guidance Manual “launch” session for Mobile-area site designers. The goals of the session are to introduce and celebrate the CITY’s Design Guidance Manual, present the LID and GI-BMPs incentives, and familiarize designers with the use of the manual and its policies.

Assumptions and caveats for this task are as follows:

1. The launch will be provided virtually using CONSULTANT’s platform subscription
2. The length of presentation, including time for questions and answers, will not exceed 3 hours
3. The CITY will provide a list of invitees and their email addresses to the CONSULTANT

The CONSULTANT will provide the following launch coordination and management services:

1. Creating and emailing launch invitations and “save the date” reminders (the invitation format will be consistent with the manual format)
2. Setting up the virtual meeting links for RSVPs and the virtual launch session
3. Receiving and managing RSVPs

4. Creating personalized PDH certificates and providing them to participants after the launch session

5. Recording the launch session and creating PDFs of the PowerPoint presentations

The CONSULTANT shall develop and present the launch session content. Virtual meetings will be held with the Core Team to plan for the launch session and review presentation content before its delivery.

One launch session will be held and recorded by the CONSULTANT. The recording shall be provided to the CITY for upload to the CITY website.

Deliverable(s): Design Guidance Manual launch session; Launch session presentations in Microsoft PowerPoint and PDF formats; Launch session coordination (initiations, PDH certificates (if applicable), launch recording, web hosting link (if selected by CITY))

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 bind 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 but shall be limited to the percentage completion of the tasks, 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 percentage complete for each task identified 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five Cents).
 - b. 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five 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. INDEMNIFICATION: 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 # S1P15-MASM, City Resolution 31.493.

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.

IN WITNESS WHERE OF, _____, a corporation,
has caused its name to be signed hereto by _____, its
_____, and by _____, its Secretary, both duly
authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused
this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above
written.

CITY OF MOBILE, A Municipal
Corporation

By: W. H. Hinson
Its Mayor

ATTEST:

By: M. A. Merchant
Asst. Its City Clerk

Wood Environment & Infrastructure Solution, Inc.

By: G. W. H. H.
Its: Vice President

Address: _____

Telephone: 615-944-9021

ATTEST:

By: Rhonda L. Biggs
Its: NOTARY PUBLIC



EXHIBIT A: PROJECT LOCATION

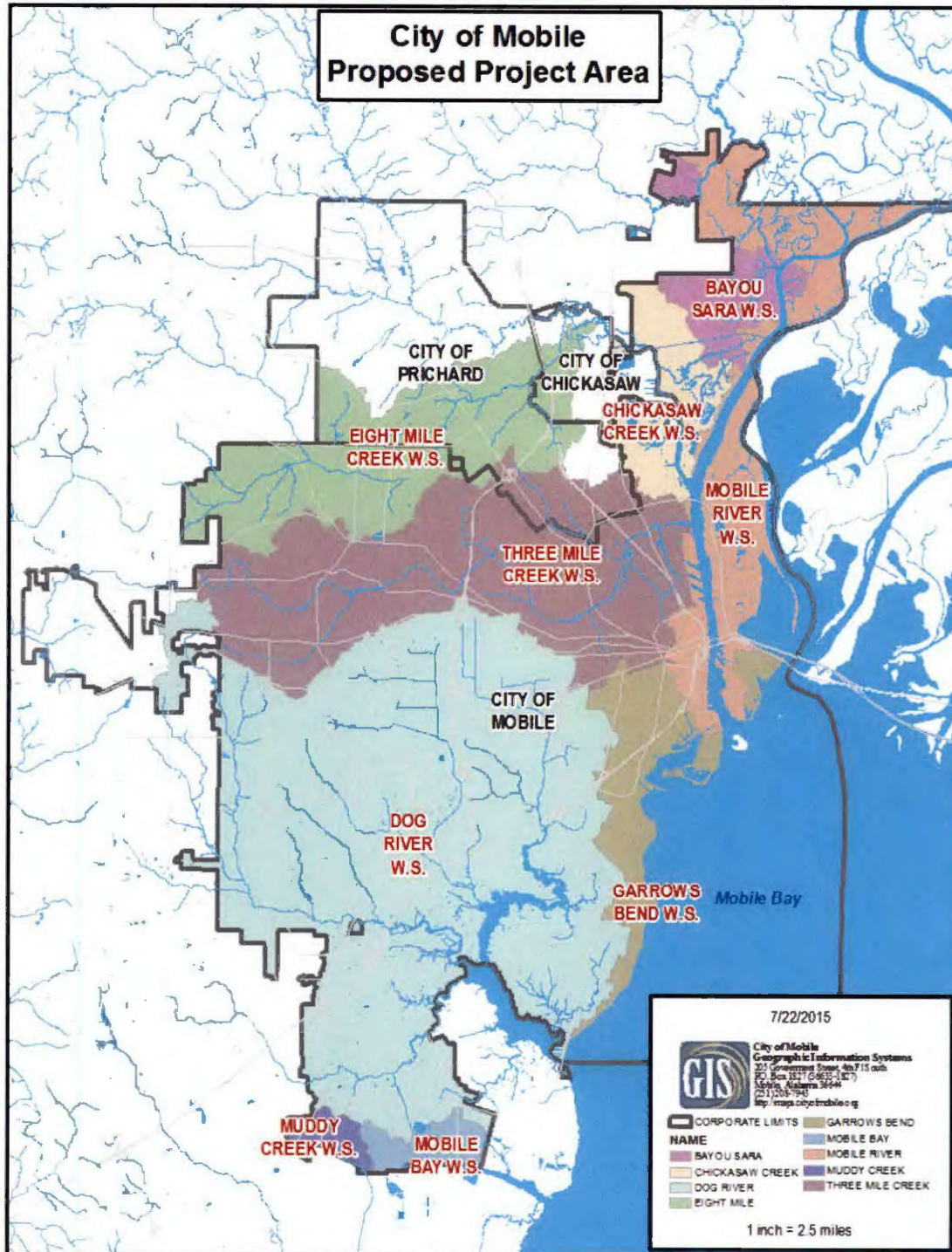


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure # 15, City of Mobile Project No. 2020-2045-7, Repetitive Loss and Pre-Design Manual

City of Mobile Project No. 2020-2045-7

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

TASK A: Repetitive Flood Loss Analyses

Subtask A.1: ID of Repetitive Loss Properties and Update/Delineation of Repetitive Loss Areas (RLAs).....	\$7,670.00
Subtask A.2: RLA Data Collection	\$12,545.00
Subtask A.3: RLA Mitigation Strategy Development	\$6,820.00
Subtask A.4: Expanding RLA Mitigation Strategies to Stormwater BMP Designs	\$7,965.00
Not to Exceed.....	\$35,000.00

TASK B: Design Guidance Manual

Subtask B.1: LID/GI Roadmap – Data Gathering and Initial Scoring	\$31,155.65
Subtask B.2: LID/GI Roadmap – Roadmap Development.....	\$51,060.30
Subtask B.3: Manual Development – Manual Format	\$3,605.00
Subtask B.4: Manual Development – Manual Creation	\$148,345.90
Subtask B.5: Manual Launch for Site Designers	\$15,810.00
Not to Exceed.....	\$249,976.85

<u>CONTRACT Not to Exceed</u>	<u>\$284,976.85</u>
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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.
 - Hard Copy
 - Word
 - PDF
 - Excel
- Hard Copy of Contract Documents:
 - Special Provisions
 - Articles of Agreement
 - 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

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/24/2021

Holder Identifier :

Certificate No : 570087398479



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 Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER D: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER E: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: ACE American Insurance Company	22667	INSURER D: AIG Specialty Insurance Company	26883	INSURER E: American International Group UK Ltd	AA1120187	INSURER F:	
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INSURER E: American International Group UK Ltd	AA1120187														
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 570087398479 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, LIMITS shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			GLO484608500	07/01/2020	07/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H25301900	07/01/2020	07/01/2021	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			AUC484608600 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67455708 Work Comp- AOS SCFC67455745 Work Comp- WI	07/01/2020	07/01/2021	☒ 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	Archit&Eng Prof			PSDEF2000726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2020	07/01/2021	Aggregate Limit \$1,000,000 Any One Claim \$1,000,000

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

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES. RE: Project Description: Perform repetitive loss analysis within the City, and provide a framework to develop an update to their stormwater manual.

CERTIFICATE HOLDER

CANCELLATION

City of Mobile Alabama Attn: Lance Slater 205 Government Street, 2nd Floor Mobile AL 36655 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc</i>
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AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Numbe 570087398479			
CARRIER See Certificate Numbe 570087398479	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Additional Named Insured

JWGUSA Holdings, Inc.
Wood Group USA, Inc.
Wood Environment & Infrastructure Solutions, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler Industrial Power Company, Inc.
Amec Foster Wheeler Kamtech, Inc.
Amec Foster Wheeler Martinez, Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Ventures, Inc.
BMA Solutions, Inc.
C E C Controls Company, Inc.
Cape Software, Inc.
Foster Wheeler Intercontinental Corporation
Ingenious, Inc.
John Wood Group PLC
Kelchner, Inc.
MACTEC Engineering and Consulting, P.C.
MASA Ventures, Inc.
Mustang International, Inc.
Rider Hunt International USA, Inc.
RWG (Repair & Overhauls) USA, Inc.
Swaggart Brothers, Inc.
Wood Design, LLC
Wood Group Alaska, LLC
Wood Group Asset Integrity Solutions
Wood Group PSN, Inc.
Wood Group UK, Ltd
Wood Massachusetts, Inc.
Wood Programs, Inc.



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-responsive. 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

Section I. Information about your company

FORM 1: Background and Plan

Company	Wood Environment & Infrastructure Solutions, Inc. (Wood)
Address	169 Dauphin Street, Suite 320, Mobile, AL 36602
Telephone	504.339.2738
E-Mail	jeanette.kelson@woodplc.com

RFP/RFP Solicitation Number	RFQ#15
Project Description	Mobile Area Stormwater Mapping and Resiliency Planning
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>2,662</u> Female <u>1,241</u> Minority <u>834</u> Non-minority <u>3,070</u> Vets <u>125</u>
Total # of Employees <u>3,904</u> US employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeanette Kelson, PE, CFM

Signature:  Date: 05/18/2021

Title: Project Manager

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

Name: Jeanette Kelson Title: Project Manager

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

E-mail: jeanette.kelson@woodplc.com Phone: 504-339-2738

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



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 # City of Mobile State Expenditure Plan #15 Your Bid/Proposal Amount \$ 284,976.85 Date: 05/18/2021

Description: City of Mobile Storm Water Mapping and Resiliency Planning – Manual Update/Repetitive Loss

Name of Bidder/Proposer: Wood

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
Corporate Environmental Risk Management, LLC (CERM)	251-690-9080	Participate in efforts related to the development of typical detail sheets in Auto CAD format, related to the suggested updates to the stormwater design manual. Also, CERM is asked to participate in the development of a community engagement strategy for the City to consider for use if/when the time comes for the City to develop/release a fully updated stormwater manual to the community.	Approximately \$21,240.00	Approximately 8% of the total project budget	Yes	

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

Neel-Schaffer	251-471-2000	Provide review and input on appropriate changes to Green Infrastructure/BMP Design Specifications and plan preparation requirements, for design/construction.	Approximately \$24,400.00	Approximately 9% of the total project budget	No	
Hydro Engineering Solutions	334-444-9287	Provide input to help with the identification of proposed projects to address repetitive loss properties within the City, specifically utilizing their knowledge of the hydrologic/hydraulic H&H modeling in the area.	Approximately \$4,500.00	Approximately 2% of the total project budget	No	



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Wood Environment & Infrastructure Solutions, Inc. (Wood) _____

Contact Person: Jeanette Kelson Phone 504-339-2738 Email jeanette.kelson@woodplc.com

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

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



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

X ___ 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. .

Wood originally reached out to McCrory & Williams, Inc., in Mobile, for potential teaming opportunities. However, they informed us that they had decided to join another team for this pursuit. Wood also left a voicemail for Wattier Surveying but did not receive a call back. In addition, Rowe Engineering & Surveying was contacted, but Wood was informed that they also had agreed already to joining another team.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Wood approached CERM as a potential teaming partner, and a verbal commitment to our team was made. CERM was originally added to the project team with the primary role being to lead efforts related to community engagement and outreach as it relates to the development of an updated City stormwater manual. During the proposal/bidding stage (pre-award), we had estimated this effort resulting in about 15%-20% of the overall budget for the manual/repetitive loss project phase. However, upon award, and based on subsequent negotiation meetings with the City, it was noted that this project is not anticipated to require a great deal of external community engagement/outreach on part of the consultant. Therefore, CERM's level of effort on the project – as it relates to community engagement/outreach, unfortunately decreased. To offset this decrease, however, Wood has been working with CERM to identify other ways to incorporate them into the project, based on their qualifications. Based on follow-up discussions with CERM, it seems likely that the Wood team can utilize CERM staff to assist with Auto CAD drawings, specifically typical detail sheet development. In addition, CERM staff will still be asked to participate in the development/review of a preliminary plan for a communication strategy that the City may consider in the future, if and when the time comes for the City to invest in the development and release of a complete updated stormwater design manual.

Suggestions or comments to improve this program.

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Edwin W. Watkins (affiant) who, being duly sworn says as follows:

Vice President of Wood Environment & Infrastructure Solutions, Inc.
~~President/CEO of~~

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Wood 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 Wood is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 44372.

E. W. Watkins
~~CEO of~~ Vice President, Wood

Sworn to and subscribed before me this the 25th day of May, 21 .

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

Rhonda L. Biggs
Signature and Seal of Notary Public



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
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)

DBE Utilization Report

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 timeframes 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-LLs, 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, 1977, 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.fsrs.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 (FAPIS)) 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.

EXHIBIT I: SUB-AWARD AGREEMENT WITH AD



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
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 9 3

2020

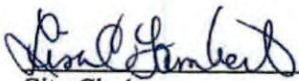
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

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

Adopted: JUL 0 7 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP15-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 Economics 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 of 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

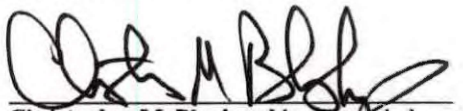
Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

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

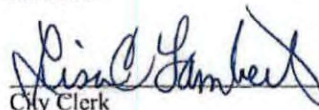

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

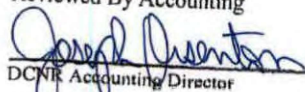
Its: Mayor

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:

(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

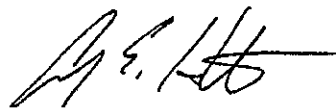
Subrecipient Entity: City of Mobile

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?

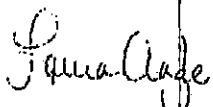
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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:
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Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
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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		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																	
2. CFDA NO. 67.052 - 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																			
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #15: 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 603 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: 604-235-4985																	
ALL AMOUNTS ARE SHOWN IN USD																					
11. APPROVED BUDGET (Excludes Direct Assistance) I Financial Assistance from the Federal Awarding Agency Only II Total project costs including grant funds and all other financial participation				12. AWARD COMPUTATION a. Amount of Federal Financial Assistance (from Item 11m) 3,089,593.00 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																	
a. Salaries and Wages 23,584.00 b. Fringe Benefits 8,818.00 c. Total Personnel Costs 32,382.00 d. Equipment 0.00 e. Supplies 100.00 f. Travel 84.00 g. Construction 0.00 h. Other 0.00 i. Contractual 3,049,208.00 j. TOTAL DIRECT COSTS 3,081,772.00 k. INDIRECT COSTS 7,821.00 l. TOTAL APPROVED BUDGET 3,089,593.00 m. Federal Share 3,089,593.00 n. Non-Federal Share 0.00				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> 15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: a. DEDUCTION b. ADDITIONAL COSTS c. MATCHING d. OTHER RESEARCH (Add / Deduct Option) e. OTHER (See REMARKS) 16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL 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 grantees when funds are drawn or otherwise obtained from the grant payment system.		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																			
REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)																					
AUTHORIZING OFFICIAL: Frederick Sutter, 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 41.0005 FY-ACCOUNT NO. SEP		18a. VENDOR CODE 929933406 DOCUMENT NO. GNSSP20AL0002		18b. EIN 836000619 ADMINISTRATIVE CODE SEP																	
21. a. SEP		b. GNSSP20AL0002		d. 53,089,593.00																	
22. a.		b.		e.																	
23. a.		b.		e.																	

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

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				
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

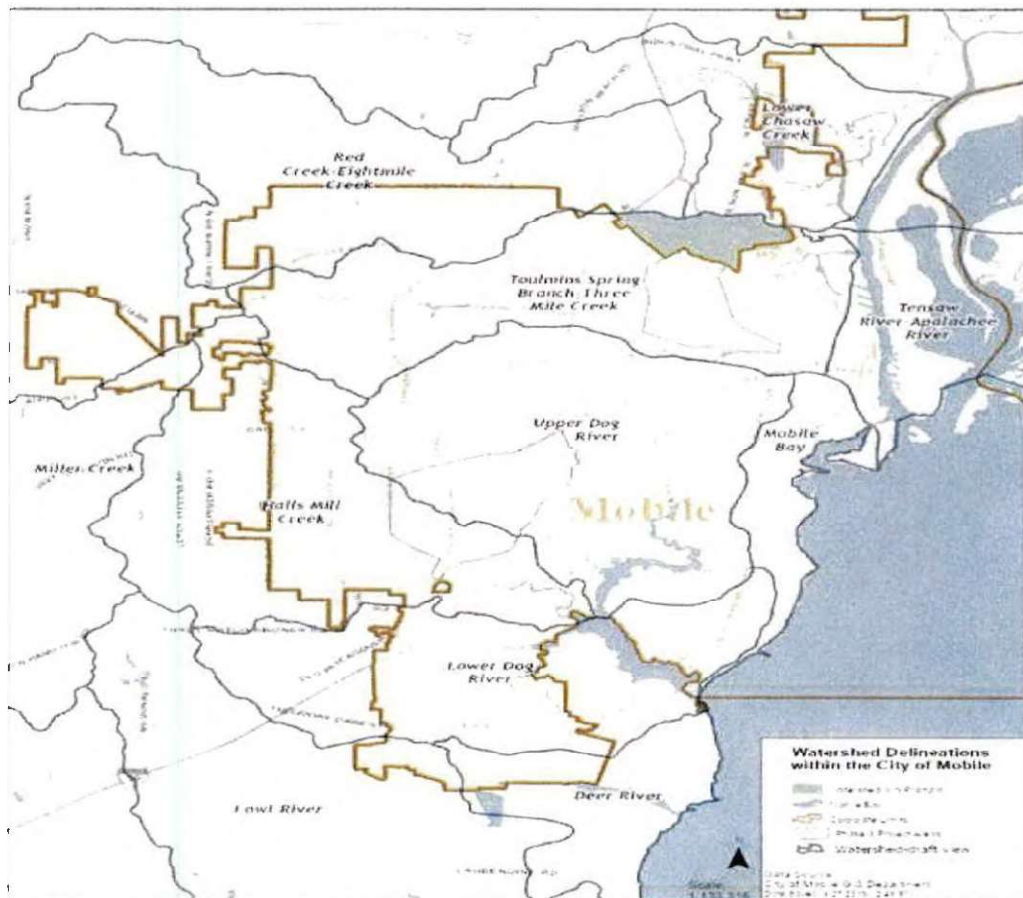


Figure 1. Watershed Delineations

- 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 (Díaz 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

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- 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).
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- 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

GRANT CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: WSP USA Environment & Infrastructure Inc. - RESTORE Storm Water Mapping Manual (Time Extension) ***SEE ATTACHED NAME CHANGE***

PROJECT LOCATION: Mobile & surrounding areas

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: 1 **AMOUNT:** \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3375

OPERATIONAL ACCOUNT: 50235023-42200

VENDOR #: 294455 **VENDOR NAME:** WSP USA Environment & Infrastructure Inc. ***

Prepared by: Chris Powell **Date:** 04/25/2023

REVIEWED AND APPROVED BY:

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AGENDA NOT REQUIRED



JUSTIFICATION FOR CHANGE ORDER

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning
CHANGE ORDER NO: (1) One
CONTRACTOR: WSP USA Environment & Infrastructure, Inc
PROJECT NO: 2020-2045-7
CONTRACT #: 3375
VENDOR #: 294455

The attached Change Order number One (1) to contract with WSP USA Environment & Infrastructure, 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: WSP USA Environment & Infrastructure, Inc

PROJECT NO: 2020-2045-07

ADDRESS: P.O. Box 74008618

CONTRACT DATE: June 08, 2021

Chicago, IL 60674-86818

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 WSP USA Environment & Infrastructure, Inc.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$284,976.85
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$284,976.85
Contract Sum will be INCREASED by this Change Order:	\$0.00
New Contract Sum including this Change Order will be:	\$284,976.85
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 13:57:40
-05'00'

William S. Stimpson, Mayor

WSP USA Environment & Infrastructure Inc.

Contractor

3701 NW 98th Street

Address

Mark C. Diblin

Mark C. Diblin (Apr 26, 2023 08:52 EDT)

By (Signature)

04/26/2023

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)



September 23, 2022

Subject: Wood Environment & Infrastructure - Name Change Notification

Dear Valued Client:

We wish to inform you, effective September 21, 2022, Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP Global Inc. We are now doing business in the United States as WSP USA Environment & Infrastructure Inc.

The current name of our company has changed as shown in the chart below. We will continue to operate as we always have with a focus on our core values of safety, integrity, teamwork, and excellence. **Please be advised that this is a change of name only. Our federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) will remain the same. Likewise, there is no change in the invoice payment address. Our contractual relationship with you is unaffected by the name change. The Federal Identification Number also remains unchanged.** Please update your records accordingly.

Previous name	Wood Environment & Infrastructure Solutions, Inc.
New Name	WSP USA Environment & Infrastructure Inc.
Date of change	September 21, 2022
Federal ID Number	91-1641772

This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services we currently provide. We will continue to deliver the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

Beginning September 23, 2022, our business correspondence will reflect the WSP USA Environment & Infrastructure Inc. name. If your company requires changes to our contract documents, or has any other procedural requirements, please advise at your earliest convenience and we will work with you to process required documentation.

If you have any questions regarding the name change, please contact your client representative.

Thank you for your business, and we look forward to continuing to serve you.

Sincerely,

Joseph J. Sczurko, Jr., PE
President, Earth & Environment
WSP USA



JUSTIFICATION FOR CHANGE ORDER

PROJECT: Mobile Area Storm Water Mapping and Resiliency Planning
CHANGE ORDER NO: (2) Two
CONTRACTOR: WSP USA Environment & Infrastructure, Inc
PROJECT NO: 2020-2045-7
CONTRACT #: 3375
VENDOR #: 294455

The attached Change Order number Two (2) to contract with WSP USA Environment & Infrastructure, Inc dated June 08, 2021 is required because of the following:

- ☐ Unusual and difficult circumstances which arose during the course of the execution of the contraction with could not have been reasonable foreseen.
- ☐ 1. Where competitive bidding for the new work for new money will work to the serious detriment of the awarding authority.
- ☐ 2. Emergencies arising during the course of the work.
- ☐ 3. Changes or alterations provided for in the original bid and original contract, such as unit prices, alternates, etc.
- ☒ 4. See attached memo.
- ☒ 5. Other: Additional work was required to finalize the Manual

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: Two (2)

ADDRESS: N/A

DATE: August 23, 2023

TO CONTRACTOR: WSP USA Environment & Infrastructure, Inc

PROJECT NO: 2020-2045-07

ADDRESS: P.O. Box 74008618

CONTRACT DATE: June 08, 2021

Chicago, IL 60674-86818

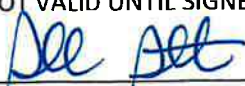
TERMS: You are hereby authorized to make the following changes hereto:

City desires to increase the total contract sum for the project's contract with WSP USA Environment & Infrastructure, Inc. This will cover time for extra coordination that is necessary in order to finalize the manual content and to prepare the final version of the manual. These funds will be reallocated within the grant tasks and will require no additional funding.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$284,976.85
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$284,976.85
Contract Sum will be INCREASED by this Change Order:	\$25,170.00
New Contract Sum including this Change Order will be:	\$310,149.85
Contract Time will not be changed.	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

Christine Mehle, Florida Water Business Lead

5411 Skycenter Drive, Suite 650, Tampa FL 33607

Address


Christine Mehle

By (Signature)

08/23/2023

Date

ATTEST:


Assistant City Clerk

(Corporate Seal if applicable)

ASSISTANT City Clerk



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

August 18, 2023

Emma Cochran
City of Mobile

RE: Budget Realignment for SEP #15: Mobile Area Storm Water Mapping and Resiliency Project

Dear Emma:

The request to realign the project budget for SEP #15: Mobile Area Storm Water Mapping and Resiliency Project is approved within the parameters described in your email dated August 4, 2023.

Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Sincerely,

Amy E. Hunter, Ph.D.
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation
and Natural Resources
31115 5 Rivers Blvd.
Spanish Fort, AL 36527
Phone: 251.621.1216
Mobile: 251.422.2055
Email: amy.hunter@dcnr.alabama.gov
<https://www.alabamacoastalrestoration.org/>



5411 Skycenter Drive, Ste 650
Tampa, FL 33607
wsp.com

July 25, 2023

Ms. Jennifer Greene
Director, Programs and Project Management
City of Mobile
Mobile, Alabama 36633-1827

Re: Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure #15, Repetitive Loss and Pre-Design Manual

City of Mobile Project No. 2020-2045-7

Dear Ms. Greene,

Please accept this letter as our plan to complete *Task B.2 Manual Development* for the above-referenced project.

As you know, the original contract includes the development of two draft versions of the pre-design manual, and one final, under *Task B.2 Manual Development*. We have delivered the first and second drafts of the pre-design manual, and the City has recently completed its review of the revisions to Draft 2, which was delivered in June of 2023.

Taking into consideration the extended review periods needed by the City to review Draft 2 and its revisions, as well as the degree of comments received on the original Draft 2, WSP is in need of additional man-hours to revise and deliver the final version of the pre-design manual. The additional man-hours include WSP time for extra coordination (through meetings, email exchanges, technical guidance, and preparation of review-support documents) that is likely to be necessary in order to come to an agreement on the manual content and to prepare the final version of the manual.

Similarly, WSP anticipates that additional effort will be required to complete the Typical Details associated with *Task B.2 Manual Development*. Much of the technical content within the pre-design manual overlaps with the information presented in the Typical Details. Therefore, due to similar reasons noted above related to the completion of the final pre-design manual, WSP expects that additional effort will be required to satisfactorily translate the Draft 2 pre-design revisions to the Typical Details to the City's satisfaction. This effort will come in the form of review meetings, email exchanges, and technical guidance (if needed).

The following page presents WSP's **proposed change order request** to complete the *Task B.2 Manual Development*, resulting in satisfactory deliverables to the City for this important project.

Task B.2 Manual Development*				
Task	Project Manager	Technical Lead	Technical Support	Administrative
Final Manual Revisions	40	40	6	35
Finalization of Typical Details	12	12	8	4
Subtotal for change order:	\$25,170.00			
Original Subtask budget*, per contract:	\$148,345.90			
Total revised Subtask Budget:	\$173,515.90			

Total Change Order Request: \$25,170.00

* Specifically, these items align with Subtask B.4 in the Exhibit B of the executed contract with the City

The following assumptions are pertinent to this request:

- WSP's revisions related to the City's review of the revised Draft 2 of the pre-design manual will not require the submission of another draft version on the part of WSP for City review.
- The City will meet the interim deadlines proposed in the most recent project schedule revision, agreed upon by WSP and City staff.
- No further comments or suggested edits to the pre-design manual will be posed by City staff beyond what will be presented in the City's delivery of the revised Draft 2 manual comments. This includes comments or edits from City staff who are new to reviewing the document.
- The City will not have any further comments on the Typical Details that would result in the need for an additional draft beyond what is allowed for in the current scope.
- Any comments or additional direction provided by the City above the effort described in the assumptions above will result in the need for an additional change order.

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and WSP USA Environment & Infrastructure, Inc. as outlined in the Change Order Number Two (2), attached hereto and made a part hereof as though set forth in full, to increase their contract dated June 8, 2021 in total contract sum from \$284,976.85 to \$310,149.85. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company: WSP USA Environment & Infrastructure, Inc.
Project Name: Mobile Area Storm Water Mapping and Resiliency Planning
Project Number: No. 2020-2045-07
Amount: \$310,149.85


City Clerk

SEP 12 2023

GRANT CHANGE ORDER APPROVAL FORM

AGENDA NOT REQUIRED

NAME OF CONTRACT: REPETITIVE LOSS AREA DATA COLLECTION AND MITIGATION

PROJECT LOCATION: n/a

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: 3 AMOUNT: \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3375

OPERATIONAL ACCOUNT: 50235023-42200

VENDOR #: 294455 VENDOR NAME: WSP USA Environment & Infrastructure, Inc.

Prepared by: Chris Powell Date: 04/22/2024

REVIEWED AND APPROVED BY:

Jennifer Greene
04/22/2024 06:50 PM
jennifer.greene@cityofmobile.org

Shonnda Smith
04/23/2024 11:43 AM
shonnda.smith@cityofmobile.org

Laura Angle
04/23/2024 12:26 PM
laura.angle@cityofmobile.org

Geoffrey Alexander
04/25/2024 02:45 PM
geoffrey.alexander@cityofmobile.org

Ricardo Woods
04/28/2024 04:35 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 WSP USA Environment & Infrastructure, 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 the design of a Storm Water Manual: Low Impact Design for the City of Mobile.

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). The Storm Water Manual: Low Impact Design will be followed by additional chapters highlighting different storm water resources for the City of Mobile.

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 'J. 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: (3) Three
CONTRACTOR: WSP USA Environment & Infrastructure, Inc
PROJECT NO: 2020-2045-07
CONTRACT #: 3375
VENDOR #: 294455

The attached Change Order number Three (3) to contract with WSP USA Environment & Infrastructure, 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 the RESTORE Subaward Grant Amendment.*

Shonnda Smith (Apr 23, 2024 11:43 CDT)

Shonnda R. Smith, Interim 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: (3) Three

ADDRESS: N/A

TO CONTRACTOR: WSP USA Environment & Infrastructure, Inc

ADDRESS: P.O. Box 74008618

Chicago, IL 60674-86818

DATE: April 16, 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 WSP USA Environmental & Infrastructure, Inc.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$284,976.85
Net change by previously authorized change orders:	\$25,170.00
Contract Sum prior to this Change Order:	\$310,149.85
Contract Sum will be INCREASED by this Change Order:	\$0.00
New Contract Sum including this Change Order will be:	\$310,149.85
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 10:11:50
-05'00'

William S. Stimpson, Mayor

WSP USA Environment & Infrastructure, Inc.

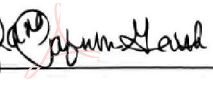
Contractor


Mark Diblin, Senior Vice President, District Business Line
Leader

April 16, 2024

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)

NEVADA



Wood Environment & Infrastructure Solutions, Inc.
1105 Lakewood Parkway
Suite 300
Alpharetta, GA 30009
USA
T:770-360-0600
www.woodplc.com

5 August 2021

City of Mobile
205 Government Street
2nd Floor, South Tower
Mobile, Alabama 36644

Subject: Change of Name

Dear Valued Client:

This letter is to inform you that our name was changed on April 16, 2018, from Amec Foster Wheeler Environment & Infrastructure Solutions, Inc. to Wood Environment & Infrastructure Solutions, Inc.

Please be advised that this was a change of name only. Our Federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) remains the same. Likewise, there is no change in the invoice payment address.

This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services you had with Amec Foster Wheeler. We will continue to provide the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

If you have any questions regarding the name change, please contact the undersigned at brad.knight@woodplc.com.

Sincerely,

Bradley J. Knight
Chief Counsel

21.422

RESOLUTION

2021

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: Wood Environment & Infrastructure Solutions, Inc.

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

COM Project Number: 2020-2045-7

Adopted: JUN 08 2021



City Clerk

**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 **Wood Environment & Infrastructure Solutions, 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 **Wood Environment & Infrastructure Solutions, Inc.**

NOTICE TO PROCEED - A written notice to proceed issued by the PROJECT MANAGER 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, Repetitive Loss and Pre-Design Manual. 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

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 is divided into two primary project tasks and will be completed simultaneously:

- A. Repetitive Loss Area Analyses
- B. Design Guidance Manual

A. REPETITIVE LOSS AREA ANALYSIS

The CITY will provide the CONSULTANT with the following data and support for the Repetitive Loss Area (RLA) Analysis:

- a. ArcGIS Mapping data to include:
 - i. Parcel lines
 - ii. Building footprints
 - iii. Storm water infrastructure
 - iv. Contour data
- b. Parcel Data and Parcel Building Details
- c. High water marks, if available
- d. Distribute property owner notifications for properties identified, Subtask A.2. Repetitive Loss Area Data Collection, to be within RLAs. Notifications will be prepared by the CONSULTANT and approved by the CITY

Based on the existing repetitive loss property data (2015), it is assumed there will be up to 20 defined repetitive loss areas.

1. Identification of Repetitive Loss Properties and Update and/or Delineation of RLAs

- A. The CONSULTANT will work with the CITY to review existing repetitive loss property data (2015), including claim information.
- B. The CONSULTANT will work with the CITY to delineate RLAs based on the 2015 repetitive loss property data and will incorporate updated information from FEMA, if received in a timely fashion. The RLAs will include repetitive loss properties and neighboring structures that are subject to the same or similar flood hazard.
- C. Maps, showing the RLAs, Special Flood Hazard Areas (SFHAs), and existing stormwater infrastructure, will be prepared to show the extent of repetitive flooding throughout the CITY.
- D. With the CITY's agreement on the RLAs, the CONSULTANT will proceed with Subtask 2.

Deliverable(s): Defined, prioritized RLAs and associated maps

2. Repetitive Loss Area Data Collection

- A. The CONSULTANT will utilize parcel data and stormwater infrastructure data, as provided by the CITY, to analyze each RLA in the CITY to determine the potential mitigation alternatives to reduce repetitive flood damage.
- B. The CONSULTANT will visit each RLA and collect additional site data, as necessary, and confirm drainage patterns around the structures.
- C. Property owners within the RLAs should be notified of the repetitive loss area analysis process and be allowed to review and comment on mitigation strategies. CONSULTANT will prepare a letter, to be mailed by the CITY, to all property owners within the mapped RLAs prior to the site visit. This effort allows the CONSULTANT and the CITY to consider input from diverse interests, and promotes discussion about creating a safer, more

flood-resilient community.

- D. The CONSULTANT will also review flood insurance claims dates to identify and document the cause of flooding as associated with noted disaster declarations, the result of a lower-level flood, or a localized stormwater issue.

Deliverable(s): RLA Analysis notification letter; Database of RLA properties

3. Repetitive Loss Area Mitigation Strategy Development

- A. The CONSULTANT will make a preliminary determination of the cause of the repetitive flooding and appropriate mitigation measures for each RLA. Mitigation measures considered will include preventative actions, property protection, natural resource protection, emergency services, structural projects, and public information. Mitigation measures will also be evaluated for conformance with CITY land development code and National Flood Insurance Program (NFIP) requirements.
- B. Mitigation strategy recommendations will be reviewed by CITY for comment.
- C. Final recommendations will be documented in a summary report.

Deliverable(s): RLA Mitigation Summary Report

4. Expanding RLA Mitigation Strategies to Stormwater Best Management Practices (BMP) Designs for the BMPs Located in the SFHA

- A. The CONSULTANT will provide policy recommendations regarding the use of BMPs in SFHAs. The goal will be for the Manual to clearly identify which stormwater BMPs (quality control, quantity control, or both) are suitable (or allowed) for use in SFHAs, and to establish design adjustments to standard BMP design specifications for BMPs located within an SFHA.
- B. The recommendations will consider the mitigation strategies identified in Subtask A.3 and data of local hydrologic conditions.

Deliverable(s): Policies and design specification adjustments for BMPs located in SFHAs (see Task B.1)

B. DESIGN GUIDANCE MANUAL

The CONSULTANT will develop a preliminary conceptual Design Guidance Manual to serve as a supplement to the CITY's existing Floodplain Management Plan. The outcomes will:

- a. Provide guidance on reliable Low Impact Development (LID) stormwater techniques (item 3.7 in the RFQ) and Green Infrastructure Best Management Practices (GI-BMPs), including feasibility (soil conditions, topography, subsurface capacity, historical flooding, utility conflicts, etc.) and proper design.
- b. Ensure the CITY will remain fully compliant with the conditions of the National Pollutant

Discharge Elimination System (NPDES) Permit Number ALS000007 and, where possible, align with or enhance existing CITY permit activities and programs, such as public education and outreach.

- c. Work within the CITY's current stormwater design and construction rules and processes without increasing significant unnecessary administrative burden.
- d. Align with existing CITY land development codes (e.g., the Unified Development Code), specifications, and standards, as well as with existing long-range plans, such as the Comprehensive Plan, Map for Mobile, the Three Mile Creek Watershed Plan, and Tricentennial Greenspace Master Plan, where appropriate.

1. LID/GI Roadmap

A LID/GI Roadmap is a locally focused strategic plan that identifies the potential barriers and opportunities to use of LID and GI-BMPs and provides prioritized strategies and tactics for addressing them. This ensures LID practices and GI-BMPs will be carried into a community's land development projects in *locally appropriate* ways. Some of the strategies developed in the Roadmap will inform the Design Guidance Manual while others will address related codes, plans and activities.

- A. The CONSULTANT will utilize a LID Scorecard to guide a detailed evaluation of local ordinances, codes, and current practices to systematically compare local development rules against model development principles and approaches.
- B. The CONSULTANT will obtain and review codes, standards, specifications, and documents relevant to stormwater management and land development within the CITY, relevant to stormwater management and land development permitting, construction site runoff management, design and construction planning and inspection tools and processes, and the construction termination process.
- C. Utilizing the gathered data, the CONSULTANT will perform initial scoring on the LID Scorecard and facilitate a focus group, including CITY staff and CONSULTANT, to introduce the LID/ GI Roadmap concept.
- D. The CONSULTANT will meet with key CITY staff to discuss LID/GI, post-construction stormwater management, and land development rules and processes. Intent of meetings:
 - a. Ascertain where differences lie between stormwater rules/process on-paper versus in practice (such differences are common),
 - b. Identify the problems, issues, needs, and opportunities for stormwater management standards and, in particular, LID techniques and GI-BMPs,
 - c. Understand CITY staff vision/ideas for solutions to problems and issues, and for the Design Guidance Manual and an updated Floodplain Management Plan; and
 - d. Finalize Scorecard data and initiate the development of Roadmap strategies

E. The LID Roadmap shall include prioritized strategies pertaining to:

- a. Ordinance language revisions for related zoning, subdivision, and other relevant CITY regulations,
- b. Policy or operational changes for CITY departments to support public or private LID implementation and maintenance,
- c. Updates or additions to CITY plans and permits and related processes,
- d. A draft, annotated table of contents for the Design Guidance Manual (see Subtask 7), and
- e. The development of Mobile-specific incentives for LID practices and GI-BMPs.

F. The CONSULTANT will complete the Scorecard and develop preliminary LID/GI Roadmap strategies. Strategies will require vetting and approval by CITY staff.

G. Working with the CITY, the CONSULTANT will further refine and prioritize strategies, resulting in a final LID Roadmap. Each strategy will be accompanied by a priority change, appropriate tactics, timeframe (if known), and responsible department(s) to implement change. An implementation schedule and estimate of resource needs will be provided.

H. The CONSULTANT will develop a framework and schedule for the future update of the CITY's Floodplain Management Plan (FMP). The framework shall be documented in a memorandum, separate from the Roadmap, and will:

- a. Recommend rules for BMP design inside and outside of SFHAs (item 3.6 in the RFQ),
- b. Provide a preliminary table of contents for an updated FMP to include recommendations for a Stormwater Design Manual for the design of non-GI-based water quality BMPs and for detention/retention (storage) basins,
- c. Identify ancillary needs to an updated FMP, potentially to include plan review checklists, design aids, inspection and maintenance aids, and educational resources to support its implementation,
- d. Identify codes or processes that may need to be modified to accommodate stormwater design, construction, and post-construction BMP maintenance requirements, and
- e. Provide a Community Engagement Plan for the update of the FMP and the post-construction BMP management rules and process. The Community Engagement Plan will identify and provide outreach, educational, and training strategies for the many different stakeholder groups in post-construction BMP management (i.e., developers and designers, contractors, private BMP owners and maintainers, public BMP designers and maintainers, elected officials, and the public).

Deliverables: LID Scorecard (1 final); LID Roadmap (1 draft, 1 final); Community Engagement Plan (1 draft, 1 final), all files to be delivered in Excel and/or PDF format

2. Manual Development

Development of a Design Guidance Manual to establish CITY guidance for the use of LID practices and GI-BMPs on standard land development projects within the CITY. The Design Guidance Manual will not include content specific to the design of “green streets” or specialized BMPs for service in the roadway rights-of-way. The Table of Contents developed in the LID Roadmap will be used to guide production of the Design Guidance Manual. Design Guidance Manual shall include:

LID Content

1. General education on LID as a stormwater management approach and common LID practices
2. Definition/description of Mobile’s LID incentives, with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
 - c. Specifications for up to six (6) Mobile-accepted LID practices that must be designed, such as reforestation, soil restoration, downspout disconnections, stream buffer preservation and enhancement. Typical details will also be provided, if appropriate for the selected LID practices.
3. Detailed site planning guidance for individual, Mobile-appropriate LID techniques, such as impervious surface reduction, open space preservation, reforestation, soil amendments, stream buffer preservation, pocket clearing/grading, etc.

GI-BMP Content

1. General education on GI-BMPs as a stormwater management approach
2. Definition/description of Mobile’s GI-BMP incentives with reference to appropriate local codes
 - a. Incentive criteria and “application”
 - b. Design plan documentation requirements
3. Definition/description of Mobile’s GI-BMP feasibility criteria (i.e., where/when GI is appropriate and not), underdrain requirements and design, and vegetation requirements
4. BMP design specifications and design and selection procedures for Mobile-appropriate GI-BMPs
 - a. Design specifications for up to 10 GI-BMPs. Standard GI-BMPs include bioretention areas; bio-slope; infiltration practices; stormwater planters; vegetated filter strip; permeable pavers; pervious concrete/asphalt; regenerative stormwater conveyance; grass channels, and green proprietary systems
 - b. Infiltration test criteria and requirements
 - c. Underdrain design requirements and usage policies

5. Development of plan requirements to ensure proper design by designers and facilitate an appropriate level of plan review by CITY staff

6. Typical details for up to ten (10) GI-BMPs

A. The CONSULTANT will help the CITY determine the format and overall “look” for the Design Guidance Manual. Two format options will be produced for CITY review and comment. Once a preferred format is selected, the CONSULTANT will work with CITY staff to refine it to a final format.

B. The CONSULTANT shall prepare two (2) drafts of the Manual for the CITY to review and provide comment. The CITY will engage a Technical Advisory Committee made up of planners, landscape architects, local engineers, scientists, developers, and encourage public input for review of the draft Manual. One meeting with the CITY Staff Focus Group will be held after delivery of draft 2 of the manual to receive CITY comments including comments received from the Technical Advisory Committee and the public. The final Manual shall then be prepared and delivered electronically in PDF format.

Deliverable(s): Draft and final manual format; Design Guidance Manual, two (2) drafts and one (1) final. All final copies shall be delivered in PDF format. All draft copies shall be delivered in Microsoft Word and/or PDF format.

3. Manual Launch for Site Designers

Provides for the development and provision of a single virtual Design Guidance Manual “launch” session for Mobile-area site designers. The goals of the session are to introduce and celebrate the CITY’s Design Guidance Manual, present the LID and GI-BMPs incentives, and familiarize designers with the use of the manual and its policies.

Assumptions and caveats for this task are as follows:

1. The launch will be provided virtually using CONSULTANT’s platform subscription
2. The length of presentation, including time for questions and answers, will not exceed 3 hours
3. The CITY will provide a list of invitees and their email addresses to the CONSULTANT

The CONSULTANT will provide the following launch coordination and management services:

1. Creating and emailing launch invitations and “save the date” reminders (the invitation format will be consistent with the manual format)
2. Setting up the virtual meeting links for RSVPs and the virtual launch session
3. Receiving and managing RSVPs

4. Creating personalized PDH certificates and providing them to participants after the launch session

5. Recording the launch session and creating PDFs of the PowerPoint presentations

The CONSULTANT shall develop and present the launch session content. Virtual meetings will be held with the Core Team to plan for the launch session and review presentation content before its delivery.

One launch session will be held and recorded by the CONSULTANT. The recording shall be provided to the CITY for upload to the CITY website.

Deliverable(s): Design Guidance Manual launch session; Launch session presentations in Microsoft PowerPoint and PDF formats; Launch session coordination (initiations, PDH certificates (if applicable), launch recording, web hosting link (if selected by CITY))

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 bind 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 but shall be limited to the percentage completion of the tasks, 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 percentage complete for each task identified 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five Cents).
 - b. 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 \$284,976.85 (Two Hundred Eighty-Four Thousand Nine Hundred Seventy-Six Dollars and Eighty-Five 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. INDEMNIFICATION: 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 # S1P15-MASM, City Resolution 31.493.

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.

IN WITNESS WHERE OF, _____, a corporation,
has caused its name to be signed hereto by _____, its
_____, and by _____, its Secretary, both duly
authorized in full to bind the corporation, and the City of Mobile, a municipal corporation, has caused
this instrument to be executed by its Mayor and attested by its City Clerk on the day and year first above
written.

CITY OF MOBILE, A Municipal
Corporation

By: W. H. Simpson
Its Mayor

ATTEST:

By: M. Merchant
Asst. Its City Clerk

Wood Environment & Infrastructure Solution, Inc.

By: G. White
Its: Vice President

Address: _____

Telephone: 615-944-9021

ATTEST:

By: Rhonda L. Biggs
Its: NOTARY PUBLIC

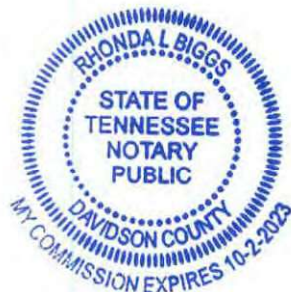


EXHIBIT A: PROJECT LOCATION

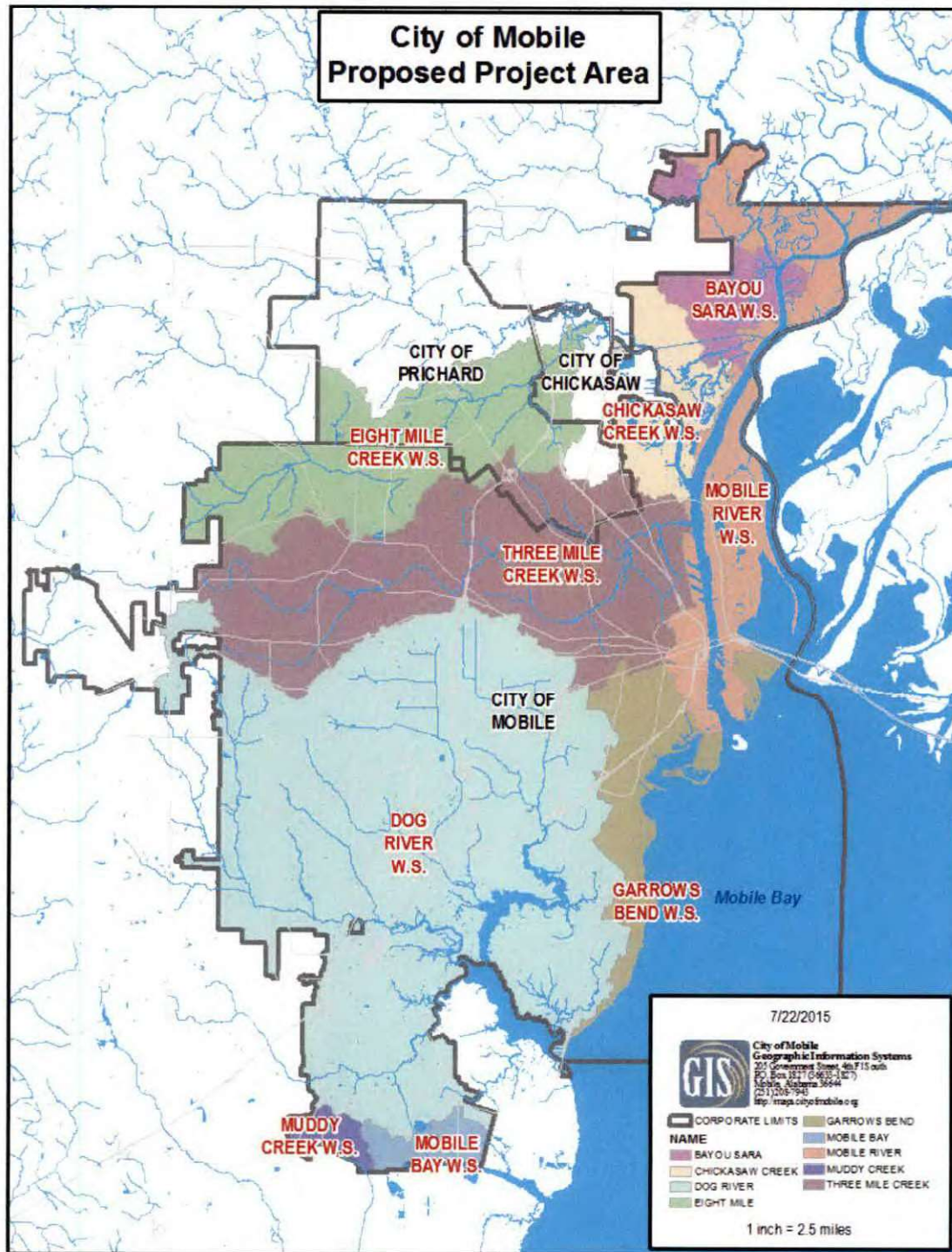


EXHIBIT B: CONSULTANT'S FEE SCHEDULE

PROJECT – Mobile Area Storm Water Mapping & Resiliency Planning, State Expenditure # 15, City of Mobile Project No. 2020-2045-7, Repetitive Loss and Pre-Design Manual

City of Mobile Project No. 2020-2045-7

Invoicing - CONSULTANT will provide monthly invoices to the CITY. Each invoice will include a brief progress report summarizing the work completed during the invoice period as well as a schedule update, as needed. All invoices will reference task, associated budgets to include current expense and remaining balance, and percentage complete.

The CITY will release payment for approved invoices within 30-days of receipt.

TASK A: Repetitive Flood Loss Analyses

Subtask A.1: ID of Repetitive Loss Properties and Update/Delineation of Repetitive Loss Areas (RLAs).....	\$7,670.00
Subtask A.2: RLA Data Collection	\$12,545.00
Subtask A.3: RLA Mitigation Strategy Development	\$6,820.00
Subtask A.4: Expanding RLA Mitigation Strategies to Stormwater BMP Designs	\$7,965.00
Not to Exceed.....	\$35,000.00

TASK B: Design Guidance Manual

Subtask B.1: LID/GI Roadmap – Data Gathering and Initial Scoring	\$31,155.65
Subtask B.2: LID/GI Roadmap – Roadmap Development.....	\$51,060.30
Subtask B.3: Manual Development – Manual Format	\$3,605.00
Subtask B.4: Manual Development – Manual Creation	\$148,345.90
Subtask B.5: Manual Launch for Site Designers	\$15,810.00
Not to Exceed.....	\$249,976.85

<u>CONTRACT Not to Exceed</u>	<u>\$284,976.85</u>
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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.
 - Hard Copy
 - Word
 - PDF
 - Excel
- Hard Copy of Contract Documents:
 - Special Provisions
 - Articles of Agreement
 - 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

EXHIBIT D: CERTIFICATIONS, AFFIDAVITS & INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/24/2021

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

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

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED JWGUSA Holdings, Inc. and its Subsidiaries and Affiliates 17325 Katy Freeway Houston TX 77084 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B: American Guarantee & Liability Ins Co</td><td>26247</td></tr><tr><td>INSURER C: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER D: AIG Specialty Insurance Company</td><td>26883</td></tr><tr><td>INSURER E: American International Group UK Ltd</td><td>AA1120187</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C: ACE American Insurance Company	22667	INSURER D: AIG Specialty Insurance Company	26883	INSURER E: American International Group UK Ltd	AA1120187	INSURER F:	
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INSURER C: ACE American Insurance Company	22667														
INSURER D: AIG Specialty Insurance Company	26883														
INSURER E: American International Group UK Ltd	AA1120187														
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570087398479 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, CONDITIONS AND EXCLUSIONS OF THE POLICIES.

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:			GLO484608500	07/01/2020	07/01/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$5,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$5,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$5,000,000	GENERAL AGGREGATE	\$5,000,000	PRODUCTS - COMP/OP AGG	\$5,000,000
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GENERAL AGGREGATE	\$5,000,000																		
PRODUCTS - COMP/OP AGG	\$5,000,000																		
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			ISA H25301900	07/01/2020	07/01/2021	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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PROPERTY DAMAGE (Per accident)																			
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION			AUC484608600 SIR applies per policy terms & conditions	07/01/2020	07/01/2021	<table><tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr><tr><td>AGGREGATE</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$2,000,000	AGGREGATE	\$2,000,000								
EACH OCCURRENCE	\$2,000,000																		
AGGREGATE	\$2,000,000																		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC67455708 Work Comp- AOS SCFC67455745 Work Comp- WI	07/01/2020	07/01/2021	<table><tr><td>☒ PER STATUTE</td><td>☐ OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	☒ 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				
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E.L. DISEASE-EA EMPLOYEE	\$1,000,000																		
E.L. DISEASE-POLICY LIMIT	\$1,000,000																		
E	Archit&Eng Prof			PSDEF2000726 Claims Made- Prof. Liab. SIR applies per policy terms & conditions	07/01/2020	07/01/2021	<table><tr><td>Aggregate Limit</td><td>\$1,000,000</td></tr><tr><td>Any One Claim</td><td>\$1,000,000</td></tr></table>	Aggregate Limit	\$1,000,000	Any One Claim	\$1,000,000								
Aggregate Limit	\$1,000,000																		
Any One Claim	\$1,000,000																		

Certificate No : 570087398479

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

SEE ATTACHED ADDENDUM FOR ADDITIONAL NAMED INSURED WOOD COMPANIES. RE: Project Description: Perform repetitive loss analysis within the City, and provide a framework to develop an update to their stormwater manual.

CERTIFICATE HOLDER City of Mobile Alabama Attn: Lance Slater 205 Government Street, 2nd Floor Mobile AL 36655 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>
--	--



AGENCY CUSTOMER ID: 570000021966

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED JWGUSA Holdings, Inc.	
POLICY NUMBER See Certificate Numbe 570087398479			
CARRIER See Certificate Numbe 570087398479	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

Additional Named Insured

JWGUSA Holdings, Inc.
Wood Group USA, Inc.
Wood Environment & Infrastructure Solutions, Inc.
AMEC Construction Management, Inc.
AMEC E&E, P.C.
AMEC Engineering and Consulting of Michigan, Inc.
Amec Foster Wheeler Energia, S.L.U.
Amec Foster Wheeler Industrial Power Company, Inc.
Amec Foster Wheeler Kamtech, Inc.
Amec Foster Wheeler Martinez, Inc.
Amec Foster Wheeler North America Corp
Amec Foster Wheeler Power Systems, Inc.
Amec Foster Wheeler USA Corporation
Amec Foster Wheeler Ventures, Inc.
BMA Solutions, Inc.
C E C Controls Company, Inc.
Cape Software, Inc.
Foster Wheeler Intercontinental Corporation
Ingenious, Inc.
John Wood Group PLC
Kelchner, Inc.
MACTEC Engineering and Consulting, P.C.
MASA Ventures, Inc.
Mustang International, Inc.
Rider Hunt International USA, Inc.
RWG (Repair & Overhauls) USA, Inc.
Swaggart Brothers, Inc.
Wood Design, LLC
Wood Group Alaska, LLC
Wood Group Asset Integrity Solutions
Wood Group PSN, Inc.
Wood Group UK, Ltd
Wood Massachusetts, Inc.
Wood Programs, Inc.



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
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251.208.7967
205 Government Street, 4th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	Wood Environment & Infrastructure Solutions, Inc. (Wood)
Address	169 Dauphin Street, Suite 320, Mobile, AL 36602
Telephone	504.339.2738
E-Mail	jeanette.kelson@woodplc.com

RFP/RFQ Solicitation Number	RFQ#15
Project Description	Mobile Area Stormwater Mapping and Resiliency Planning
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>2,662</u> Female <u>1,241</u> Minority <u>834</u> Non-minority <u>3,070</u> Vets <u>125</u>
Total #of Employees <u>3,904</u> US employees	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeanette Kelson, PE, CFM

Signature:  Date: 05/18/2021

Title: Project Manager

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

Name: Jeanette Kelson Title: Project Manager

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan
E-mail: jeanette.kelson@woodplc.com Phone: 504-339-2738

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



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 # City of Mobile State Expenditure Plan #15 Your Bid/Proposal Amount \$ 284,976.85 Date: 05/18/2021

Description: City of Mobile Storm Water Mapping and Resiliency Planning – Manual Update/Repetitive Loss

Name of Bidder/Proposer: Wood

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
Corporate Environmental Risk Management, LLC (CERM)	251-690-9080	Participate in efforts related to the development of typical detail sheets in Auto CAD format, related to the suggested updates to the stormwater design manual. Also, CERM is asked to participate in the development of a community engagement strategy for the City to consider for use if/when the time comes for the City to develop/release a fully updated stormwater manual to the community.	Approximately \$21,240.00	Approximately 8% of the total project budget	Yes	

OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

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

Subcontracting and Major Supplier Plan

Neel-Schaffer	251-471-2000	Provide review and input on appropriate changes to Green Infrastructure/BMP Design Specifications and plan preparation requirements, for design/construction.	Approximately \$24,400.00	Approximately 9% of the total project budget	No	
Hydro Engineering Solutions	334-444-9287	Provide input to help with the identification of proposed projects to address repetitive loss properties within the City, specifically utilizing their knowledge of the hydrologic/hydraulic H&H modeling in the area.	Approximately \$4,500.00	Approximately 2% of the total project budget	No	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Wood Environment & Infrastructure Solutions, Inc. (Wood)

Contact Person: Jeanette Kelson Phone 504-339-2738 Email jeanette.kelson@woodplc.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

Please indicate if any of the following applied:

X ___ 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. _

Wood originally reached out to McCrory & Williams, Inc., in Mobile, for potential teaming opportunities. However, they informed us that they had decided to join another team for this pursuit. Wood also left a voicemail for Wattier Surveying but did not receive a call back. In addition, Rowe Engineering & Surveying was contacted, but Wood was informed that they also had agreed already to joining another team.

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Wood approached CERM as a potential teaming partner, and a verbal commitment to our team was made. CERM was originally added to the project team with the primary role being to lead efforts related to community engagement and outreach as it relates to the development of an updated City stormwater manual. During the proposal/bidding stage (pre-award), we had estimated this effort resulting in about 15%-20% of the overall budget for the manual/repetitive loss project phase. However, upon award, and based on subsequent negotiation meetings with the City, it was noted that this project is not anticipated to require a great deal of external community engagement/outreach on part of the consultant. Therefore, CERM's level of effort on the project – as it relates to community engagement/outreach, unfortunately decreased. To offset this decrease, however, Wood has been working with CERM to identify other ways to incorporate them into the project, based on their qualifications. Based on follow-up discussions with CERM, it seems likely that the Wood team can utilize CERM staff to assist with AutoCAD drawings, specifically typical detail sheet development. In addition, CERM staff will still be asked to participate in the development/review of a preliminary plan for a communication strategy that the City may consider in the future, if and when the time comes for the City to invest in the development and release of a complete updated stormwater design manual.

Suggestions or comments to improve this program. _____

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Edwin W. Watkins (affiant) who, being duly sworn says as follows:

Vice President of Wood Environment & Infrastructure Solutions, Inc.
~~President/CEO of~~

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Vice President for Wood 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 Wood is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 44372.

Ed W. Watkins
CEO of Vice President, Wood

Sworn to and subscribed before me this the 25th day of May, 21 .

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

Rhonda L. Biggs
Signature and Seal of Notary Public



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org

or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:				Estimated Completion Date:			
This report is for the month of:		JAN FEB MARCH	APR MAY JUNE	JULY AUG SEPT	OCT NOV DEC	FINAL	
Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)		Payments to Date from City of Mobile		OFFICE USE ONLY (Verification)	
\$	\$	\$		\$			
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE		OFFICE USE ONLY (Verification)	
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

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 timeframes 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, 1977, 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.

EXHIBIT I: SUB-AWARD AGREEMENT WITH AD



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
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 9 3

2020

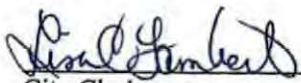
R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of \$3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

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

Adopted: JUL 0 7 2020


City Clerk

STATE OF ALABAMA

ADCNR Grant #: SIP15-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. 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 of public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.
- c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of \$100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

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.

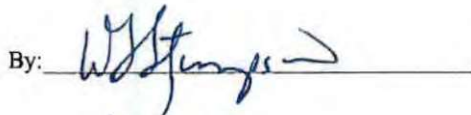
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL

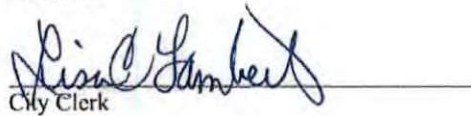

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

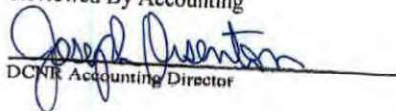
Its: Mayor

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:

(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

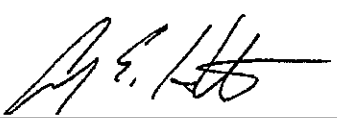
Title: Grants Accounting Supervisor

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?

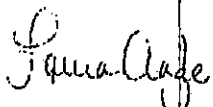
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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:
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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. 67.052 - 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 #15: 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 603 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: 604-235-4985

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	
		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
a. Salaries and Wages 23,584.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00	
b. Fringe Benefits 8,618.00		13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00	
c. Total Personnel Costs 32,382.00		14. RECOMMENDED FUTURE SUPPORT	
d. Equipment 0.00		(Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 100.00		YEAR	TOTAL DIRECT COSTS
f. Travel 84.00		a. 2	d. 5
g. Construction 0.00		b. 3	e. 6
h. Other 0.00		c. 4	f. 7
i. Contractual 3,049,206.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS 3,081,772.00		a. DEDUCTION	
k. INDIRECT COSTS 7,821.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 3,089,593.00		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
m. Federal Share 3,089,593.00		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
n. Non-Federal Share 0.00		a. The grant program legislation	
		b. The grant program regulations	
		c. This award notice including terms and conditions, if any, noted below under REMARKS	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantees when funds are drawn or otherwise obtained from the grant payment system.	

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:

Frederick Sutter, 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 929933406	18b. EIN 936000619	19. DUNS 929933406	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				
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
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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

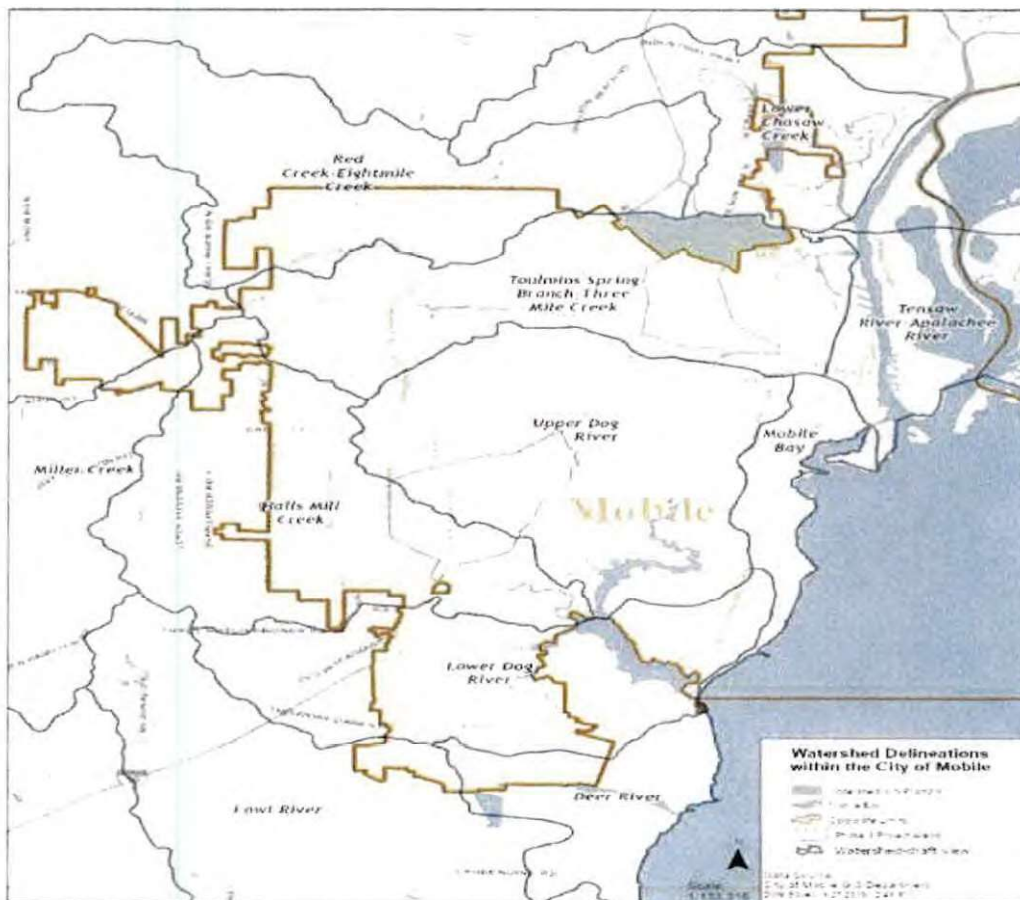


Figure 1. Watershed Delineations

- 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 (Díaz 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

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- 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
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- 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:	
---------------	--

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



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

STATE EXPENDITURE PLAN #15

PROJECT No. 2020-2045-7

**CONSULTANT: WOOD ENVIRONMENT & INFRASTRUCTURE
SOLUTIONS, INC.**

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GRANT CHANGE ORDER APPROVAL FORM
AGENDA NOT REQUIRED

NAME OF CONTRACT: WSP USA Environment & Infrastructure Inc. - RESTORE Storm Water Mapping Manual (Time Extension) ***SEE ATTACHED NAME CHANGE***

PROJECT LOCATION: Mobile & surrounding areas

DEPARTMENT PROJECT NUMBER: 2020-2045-07

CHANGE ORDER #: 1 **AMOUNT:** \$0.00 ☐ DEDUCT ☒ ADD

CAPITAL CONTRACT NUMBER: 3375

OPERATIONAL ACCOUNT: 50235023-42200

VENDOR #: 294455 **VENDOR NAME:** WSP USA Environment & Infrastructure Inc. ***

Prepared by: Chris Powell **Date:** 04/25/2023

REVIEWED AND APPROVED BY:

Jennifer Greene
04/26/2023 07:52 AM
jennifer.greene@cityofmobile.org

James DeLapp
04/26/2023 10:31 AM
jadelapp@cityofmobile.org

Laura Angle
04/26/2023 10:42 AM
laura.angle@cityofmobile.org

Cherlina Monteiro
04/26/2023 12:34 PM
cherlina@cityofmobile.org

Ricardo Woods
04/26/2023 01:09 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: WSP USA Environment & Infrastructure, Inc
PROJECT NO: 2020-2045-7
CONTRACT #: 3375
VENDOR #: 294455

The attached Change Order number One (1) to contract with WSP USA Environment & Infrastructure, 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: WSP USA Environment & Infrastructure, Inc

PROJECT NO: 2020-2045-07

ADDRESS: P.O. Box 74008618

CONTRACT DATE: June 08, 2021

Chicago, IL 60674-86818

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 WSP USA Environment & Infrastructure, Inc.

THE CONTRACT US CHANGED AS FOLLOWS:

Original Contract Sum:	\$284,976.85
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$284,976.85
Contract Sum will be INCREASED by this Change Order:	\$0.00
New Contract Sum including this Change Order will be:	\$284,976.85
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 13:57:40
-05'00'

William S. Stimpson, Mayor

WSP USA Environment & Infrastructure Inc.

Contractor

3701 NW 98th Street

Address

Mark C. Diblin

By (Signature)

04/26/2023

Date

ATTEST:



City Clerk

(Corporate Seal if applicable)



September 23, 2022

Subject: Wood Environment & Infrastructure - Name Change Notification

Dear Valued Client:

We wish to inform you, effective September 21, 2022, Wood Environment & Infrastructure Solutions, Inc. was acquired by WSP Global Inc. We are now doing business in the United States as WSP USA Environment & Infrastructure Inc.

The current name of our company has changed as shown in the chart below. We will continue to operate as we always have with a focus on our core values of safety, integrity, teamwork, and excellence. **Please be advised that this is a change of name only. Our federal tax identification number (FEIN) and our Dun & Bradstreet number (DUNS) will remain the same. Likewise, there is no change in the invoice payment address. Our contractual relationship with you is unaffected by the name change. The Federal Identification Number also remains unchanged.** Please update your records accordingly.

Previous name	Wood Environment & Infrastructure Solutions, Inc.
New Name	WSP USA Environment & Infrastructure Inc.
Date of change	September 21, 2022
Federal ID Number	91-1641772

This name change is administrative in nature, and we assure you that we will continue to maintain the current resources, contracts, and other existing services we currently provide. We will continue to deliver the same quality of services and the same dedicated team of consultants, project managers, engineers, and scientists to your projects. Our focus remains on delivering projects safely and successfully for you.

Beginning September 23, 2022, our business correspondence will reflect the WSP USA Environment & Infrastructure Inc. name. If your company requires changes to our contract documents, or has any other procedural requirements, please advise at your earliest convenience and we will work with you to process required documentation.

If you have any questions regarding the name change, please contact your client representative.

Thank you for your business, and we look forward to continuing to serve you.

Sincerely,

Joseph J. Sczurko, Jr., PE
President, Earth & Environment
WSP USA

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Change Order, by and between the City of Mobile and WSP USA Environment & Infrastructure, Inc. as outlined in the Change Order Number Two (2), attached hereto and made a part hereof as though set forth in full, to increase their contract dated June 8, 2021 in total contract sum from \$284,976.85 to \$310,149.85. A copy of said Change Order and Justification is on file in the office of the City Clerk.

Name of Company: WSP USA Environment & Infrastructure, Inc.
Project Name: Mobile Area Storm Water Mapping and Resiliency Planning
Project Number: No. 2020-2045-07
Amount: \$310,149.85



City Clerk

SEP 12 2023



CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Three Mile Creek: Section 6 North

CHANGE ORDER NO: (1) One

ADDRESS: N/A

DATE: August 31, 2023

TO CONTRACTOR: McElhenney Construction Company, LLC

PROJECT NO: 2022-2045-02

ADDRESS: P.O. Box 1409

CONTRACT DATE: May 11, 2023

Theodore, AL 36590

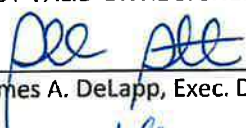
TERMS: You are hereby authorized to make the following changes hereto:

City desires to increase the total contract sum for the project's contract with McElhenney Construction Company, LLC to complete additional construction outlined in Alternates 1 & 2.

THE CONTRACT US CHANGED AS FOLLOWS:

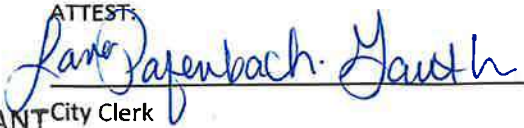
Original Contract Sum:	\$1,405,086.40
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$1,405,086.40
Contract Sum will be INCREASED by this Change Order:	\$499,079.60
New Contract Sum including this Change Order will be:	\$1,904,166.00
Contract Time will not be changed.	120 Working Days

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.


James A. DeLapp, Exec. Director Public Works


William S. Stimpson, Mayor

ATTEST:


ASSISTANT City Clerk

McElhenney Construction Company, LLC

Contractor

P.O. Box 1409, Theodore, AL 36590

Address



Robert McDonough, Project Manager

August 31, 2023
Date

(Corporate Seal if applicable)



CITY OF MOBILE
Public Works
205 Government Street, 3rd Floor
Mobile, AL 36602

PROJECT: Three Mile Creek: Section 6 North

CHANGE ORDER NO: (1) One

ADDRESS: N/A

TO CONTRACTOR: McElhenney Construction Company, LLC

ADDRESS: P.O. Box 1409

Theodore, AL 36590

DATE: August 31, 2023

PROJECT NO: 2022-2045-02

CONTRACT DATE: May 11, 2023

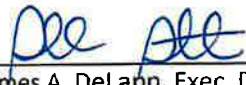
TERMS: You are hereby authorized to make the following changes hereto:

City desires to increase the total contract sum for the project's contract with McElhenney Construction Company, LLC to complete additional construction outlined in Alternates 1 & 2.

THE CONTRACT US CHANGED AS FOLLOWS:

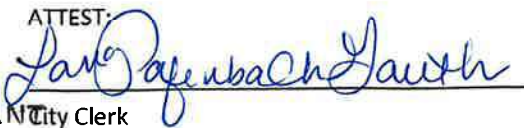
Original Contract Sum:	\$1,405,086.40
Net change by previously authorized change orders:	\$0.00
Contract Sum prior to this Change Order:	\$1,405,086.40
Contract Sum will be INCREASED by this Change Order:	\$499,079.60
New Contract Sum including this Change Order will be:	\$1,904,166.00
Contract Time will not be changed.	120 Working Days

NOT VALID UNTIL SIGNED BY THE CONTRACTOR AND OWNER.


James A. DeLapp, Exec. Director Public Works


William S. Stimpson, Mayor

ATTEST:


ASSISTANT City Clerk

McElhenney Construction Company, LLC

Contractor

P.O. Box 1409, Theodore, AL 36590

Address


Robert McDonough, Project Manager

August 31, 2023
Date

(Corporate Seal if applicable)



KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

May 30, 2023

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana Dean *JTD / JWD*
Deputy General Counsel

RE: Fully Executed
Amendment No. 1 Subaward Grant Agreement #S1P15-MASM
Mobile Area Storm Water Mapping & Resiliency Planning
City of Mobile

Please find attached an original of the above referenced document which has been fully executed. We have retained a copy for our files and forwarded a copy to the Accounting Section.

JTD:hb

Attachments

cc: Accounting

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

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 Direct Component 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 GNSSP20AL0002-01-01. 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.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 1. This amendment executes the following suite of actions:

- This amendment adds federal funding in the amount of \$510,000.00 for a total of \$3,599,593.00 and extends the end date of the period of performance to 01/31/2025;
 - A revised reporting schedule is attached to this amendment;
 - Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference; and
 - All other terms & conditions contained in the initial award remain in effect.
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 to 01/31/2025
 - c. Total Amount of Federal Funds Obligated To Subrecipient: \$3,485,000.00
 - d. Subrecipient UEI: QV8KPHH9J8A3
 - e. Total Amount of Federal Award: \$3,599,593.00
 - 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 four hundred eighty-five thousand and xx/100 dollars (\$3,485,000.00).
- 4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2025.
- 5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2025 (hereinafter "Agreement Term").
- 6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.
- 7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

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

With a copy to:

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

To Subrecipient:

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

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

- 8. 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.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
1. This Subaward Agreement;
 2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01 and any RESTORE Council-specific Special Award Conditions.

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: 5-30-23

Reviewed By Accounting


Joseph B. Denton
ADCNR Accounting Director

APPROVED LEGAL



CITY OF MOBILE, A Municipal Corporation

By: 

Its: Mayor

5/4/23
Date:

ATTEST:


City Clerk

5-4-2023
Date:

AL-03/07/2023

Subrecipient Name: City of Mobile. UEI: QV8KPHH9J8A3

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 200.332. 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	UEI: QV8KPHH9J8A3
(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;	03/07/2023
(v.) Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2025.
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$3,485,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$3,485,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$3,485,000.00
(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 UEI: <u>WLNMNKHKF5T1</u> is <u>\$3,599,593.00</u> .
(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%.



February 2, 2023

Robyn Cohron
Coastal Restoration Account Specialist
Alabama Department of Conservation and Natural Resources
31115 5 Rivers Boulevard
Spanish Fort, AL 36527

RE: Subrecipient Annual Update – Pre-award Risk Assessment for City of Mobile RESTORE Grants

Innovating St. Louis Street: Mobile's Technology Corridor - #M1A12-ISLS
Three Mile Creek Greenway Trail - #M1A13-MGWI
3MC 12 Mile Creek/Langan Dredging - #S1P16-TMCR
Mobile Stormwater Mapping - #S1P15-MASM
Africatown Welcome Center - #M1A11-HAWC
TIGER One Mobile: Martin Luther King, Jr. Boulevard Project - TBD

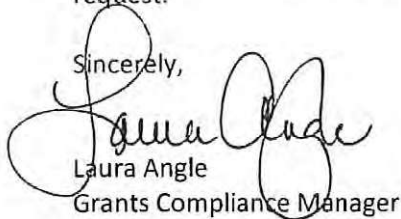
Dear Robyn:

Per your request, please find attached the following documentation in support of the City of Mobile Subrecipient Annual Update - Pre-award Risk Assessment:

- Completed/Signed Subrecipient Annual Update – Pre-Award Risk Assessment
- City of Mobile Accounting Memorandum
- City of Mobile Audit

Please feel free to contact me if additional information or documentation is needed in support of this request.

Sincerely,


Laura Angle
Grants Compliance Manager

Cc: Jennifer Greene – Director, Programs and Project Management
Randy Threadgill – Deputy Comptroller



February 1, 2023

ACCOUNTING MEMORANDUM

The following changes of note have occurred since the previous submitted subrecipient risk assessment.

- A new Grant Management policy went into effect on November 1st, 2022.
- Taylor Harris, a senior accountant, has been tasked with financially managing these programs.
He is not new to the City.

Thank you,

A handwritten signature in blue ink, appearing to read 'Randy Threadgill', is written over the printed name and title.

Randy Threadgill

Deputy Comptroller

Office of Grants Management

City of Mobile

251 208-7329

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.

Please provide a **SIGNED COPY** of the completed risk assessment questionnaire (pdf is okay).

This questionnaire must be completed prior to entering into a subaward agreement. DCNR will follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter, Ph.D.

Project Name: Innovating St. Louis: Mobile's Technology Corridor; Three Mile Creek Greenway Trail; 3MC Twelve Mile Creek/Langan Dredging; Mobile Stormwater Mapping; Africatown Welcome Center; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

Grant Number, if known: M1A12-ISLS; M1A13-MGWI; S1P16-TMCR; S1P15-MASM; M1A11-HAWC; TIGER One Mobile: Martin Luther King Jr. Boulevard Project

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251 208-7329

Fax number: 251 208-7756

Name of person completing this form: Randy Threadgill

E-mail address: Randy.threadgill@cityofmobile.org

Website: www.cityofmobile.org

Incorporated in: 1819

Incorporated Date: December 17, 1819

Number of employees: 2149

Unique Entity ID (UEI): QV8KPHH9J8A3 UEI Entity Information Sheet Attached: ☒ Yes ☐ No

EIN (Employee ID Number): 63-6001318

Fiscal Year (Month/Year): 09/23

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: Municipality
5. Subrecipient Personnel Contact Information	
Project Director for Subaward	
Name:	Jennifer Greene
Title:	Director of Programs and Project Management
Telephone Number:	251 208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org
Additional Contact for Subaward	
Name:	Taylor Harris
Title:	Accountant II
Telephone Number:	251 208-7870
E-mail Address:	Taylor.harris@cityofmobile.org
6. Subrecipient Indirect Costs	
Fiscal Year (Month/Year):	
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).	
☒ Yes	☐ No
Auditor Contact Name and Title: Wilkins-Miller, Erin Jones – Partner	
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): Expenses were not reported in the correct fiscal year for CFDA 20.205.	
11. Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities? Please provide documentation to support an affirmative answer.	
☒ 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)? Please provide documentation to support an affirmative answer.	
☒ 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? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
15. Are all bank accounts reconciled monthly? Please provide documentation to support an affirmative answer.		
☒ Yes	☐ No	
16. Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of: Please provide documentation to support an affirmative answer.		
the total funds available for a grant?	☒ Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	☒ 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? Please provide documentation to support an affirmative answer.		
☒ Yes, but the City prefers to use cost reimbursement	☐ No	
18. Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable? Please provide documentation to support an affirmative answer.		
☒ 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.		
☐ Yes	☒ No	
Explanation (if applicable):		

Due to his familiarity Taylor Harris, our senior accountant, has been assigned these programs. However, he is not a new hire and has been with the City for years.

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 ☐ No

Explanation (if applicable):

A new official Grants Management policy went into effect on 11/01/2022.

21. Does Subrecipient have policies that address the following? Please provide documentation to support an affirmative answer.

Pay Rates and Benefits	☒ Yes	☐ No
Leave	☒ Yes	☐ No
Conflicts of Interest	☐ Yes	☒ No
Purchasing/Procurement	☒ Yes	☐ No
Capitalization/depreciation	☐ Yes	☒ No

22. Describe the method Subrecipient uses to support labor and benefit charges and/or provide documentation to support an affirmative answer.

Explanation:

Timesheets submitted bi-weekly, attested by employee and signed by supervisor.

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures? Please provide documentation to support an affirmative answer.

☒ Yes ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment? Please provide documentation to support an affirmative answer.			
☒ Yes		☐ No	
26. Does Subrecipient periodically check its detailed property records against physical inventory? Please provide documentation to support an affirmative answer.			
☒ 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	☐	☒
b.	Bylaws	☐	☒
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	☒
d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	☒
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)	☒	☐

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	☒	☐
g.	Indirect cost rate agreement	☐	☒
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☒	☐
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	☒	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Randy Threadgill

Printed Name: Randy Threadgill

Title: Deputy Comptroller – Office of Grants Management

Subrecipient Entity: City of Mobile

Date: 2/1/23

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment: February 24, 2023
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) NO SITE VISIT REQUIRED AS RISK ASSESSMENT WAS AN ANNUAL UPDATE.
Additional Comments:
CONCLUSION: ☒ Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: ☒ Yes ☐ No
Additional Monitoring required: Annual Updates

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: 

Printed Name: **Dr. Amy Hunter, Ph.D.**

Title: **Deepwater Horizon Restoration Coordinator**

Date: **February 24, 2023**



CITY OF MOBILE

Unique Entity ID QV8KPHH9J8A3	CAGE / NCAGE 496N7	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jan 12, 2024	
Physical Address 205 Government ST Mobile, Alabama 36602-0001 United States	Mailing Address P.O. Box 1827 Mobile, Alabama 36633-1827 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Alabama 01	State / Country of Incorporation (blank) / (blank)	URL http://www.cityofmobile.org

Registration Dates

Activation Date Jan 16, 2023	Submission Date Jan 12, 2023	Initial Registration Date Jan 5, 2006
--	--	---

Entity Dates

Entity Start Date Jan 20, 1814	Fiscal Year End Close Date Sep 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 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?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, 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?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Business Types

Entity Structure

U.S. Government Entity

Entity Type

US Local Government

Organization Factors

(blank)

Profit Structure

(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

City

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

496N7

Electronic Funds Transfer

Account Type

Checking

Routing Number

****8505

Lock Box Number

(blank)

Financial Institution

SERVISFIRST BANK

Account Number

****63167

Automated Clearing House

Phone (U.S.)

2516949494

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

2516949484

Remittance Address

CITY OF MOBILE

P.O. Box 1827

Mobile, Alabama 36633

United States

EIN

*****1318

Type of Tax

Applicable Federal Tax

Taxpayer Name

MOBILE CITY OF

Tax Year (Most Recent Tax Year)

2020

Name/Title of Individual Executing Consent

Comptroller

TIN Consent Date

Jan 12, 2023

Address

205 Government ST

Mobile, Alabama 36602

Signature

REBECCA CHRISTIAN

Accounts Receivable POC

2

**RANDY THREADGILL, GRANTS ACCOUNTING
SUPERVISOR**
randy.threadgill@cityofmobile.org
2512087329

Electronic Business

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
grantscom@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

RANDY THREADGILL, DEPUTY COMPTROLLER
randy.threadgill@cityofmobile.org
2512087329

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Government Business

REBECCA CHRISTIAN, COMPTROLLER
christianr@cityofmobile.org
2512087201

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

**LAURA ANGLE, GRANTS COMPLIANCE
MANAGER**
laura.angle@cityofmobile.org
2512086854

205 Government ST
4TH FL, S Tower
Mobile, Alabama 36602
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

NAICS Classification**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	921110	Executive Offices

SPC Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$245,070,058.00	2200

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Entity Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Alabama Department of Conservation and Natural Resources
Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 03/07/2023

Award Description/Title: Mobile Area Storm Water Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's UEID: QV8KPHH9J8A3 https://sam.gov/

Address: P.O. Box 1827

City, State, Zip+4: Mobile, AL 36633-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this UEID 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 UEID 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 UEID, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Laura Angle Grant Compliance 3/24/2023
Signature Title Date

Laura Angle

Typed Name of Signature

DCNR-02-2022

Alabama Department of Conservation & Natural Resources Debarred and Suspended Parties/UEID Documentation & Verification

Name of Organization City of Mobile

UEID: QV8KPHH9J8A3

If your Organization doesn't have a UEID, please read the information below

Information about your UEID and Instructions on how to obtain your UEID:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a UEID. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses the UEID 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 UEID** – A UEID or Unique Entity Identifier is a unique, 12-character identifier issued and maintained by Sam.gov that verifies the existence of a business entity globally. After you receive a UEID, your business will be listed in Sam.gov.

1. **If you have already registered or are unsure**, log onto <https://sam.gov/> and click on "Search." Enter your Business name and click **SEARCH**. The site will display the results of your search.
2. **To obtain a UEID**, log onto <https://sam.gov/>. See Quick Start Guide for Obtaining a Unique Entity ID.

Next Steps to be performed by DCNR Grant Manager

☒ **Determine whether the entity is on the federal government's list of debarred and suspended parties.**

Click the <https://www.sam.gov/> link. You will enter the SAM website.

1. **Register for a free account and logon.**

2. How to search for an entity or individual in SAM

Click "SEARCH"

In the search bar type in the Entity name or Unique Entity Identifier (UEID) and/or the Entity Commercial and Government Entity (CAGE) code. Individuals are not assigned a UEID or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click the name in the results to view the entities registration information. Next, click exclusions. You should see the results below to continue the subaward process. This form will be sent to Central Accounting with subaward documents.

☒ ACTIVE EXCLUSIONS

There are no active exclusion records associated to this entity by its Unique Entity ID.

☒ INACTIVE EXCLUSIONS

There are no inactive exclusion records associated to this entity by its Unique Entity ID.

FOR DCNR USE ONLY	
UEID Verified:	YES ☒ NO ☐
Verified Entity is not Debarred or Suspended:	YES ☒ NO ☐
Date:	<u>May 16, 2023</u>
Performed by:	<u>Robyn Cohron</u>
Position Title:	<u>Coastal Restoration Account Specialist</u>
DCNR Division:	<u>State Lands - Coastal Division</u>
Contract/Grant Number:	<u>S1P15-MASM</u>
Federal Award Number:	<u>GNSSP20AL0002-01-01</u>

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

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

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

9a. GRANTEE NAME AND ADDRESS ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES 64 N Union St RM 458 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 An authorized representative electronically signed the award on 03/07/2023	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					
II Total project costs including grant funds and all other financial participation					
a. Salaries and Wages	25,873.00	a. Amount of Federal Financial Assistance (from Item 11m)		3,599,593.00	
b. Fringe Benefits	10,603.00	b. Less Unobligated Balance From Prior Budget Periods		0.00	
c. Total Personnel Costs	36,476.00	c. Less Cumulative Prior Award(s) This Budget Period		3,089,593.00	
d. Equipment	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION		510,000.00	
e. Supplies	0.00	13. Total Federal Funds Awarded to Date for Project Period		3,599,593.00	
f. Travel	84.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):			
g. Construction	0.00	YEAR		TOTAL DIRECT COSTS	
h. Other	0.00	a. 2		d. 5	
i. Contractual	3,554,226.00	b. 3		e. 6	
j. TOTAL DIRECT COSTS	3,590,786.00	c. 4		f. 7	
k. INDIRECT COSTS	8,807.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:			
l. TOTAL APPROVED BUDGET	3,599,593.00	a			
m. Federal Share	3,599,593.00	16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:			
n. Non-Federal Share	0.00	a. The grant program legislation b. The grant program regulations. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. Federal administrative requirements, cost principles and audit requirements applicable to this grant. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.			

REMARKS (Other Terms and Conditions Attached -
See next page

☒ Yes

☐ No)

AUTHORIZING OFFICIAL:

17.OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 636000819	19a. UEI WLNMMNKKHF5T1	19b. DUNS 929933406	20. CONG. DIST. 02
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	AMT ACTION FIN ASST		APPROPRIATION
21. a. SEP	b. GNSSP20AL0002	c. 6013 NONIN	d. \$510,000.00		e.
22. a.	b.	c.	d.		e.
23. a.	b.	c.	d.		e.

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 03/07/2023
GRANT NO. GNSSP20AL0002-01-01	

REMARKS:

This amendment adds \$510,000.00 in Restore Funding increasing the total amount of Restore funding to \$3,599,593.00.

A revised reporting schedule is attached.

Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference.

This amendment adds \$510,000 in RESTORE funds and extends the period of performance to 1/31/2025. A revised budget narrative has been uploaded in GrantSolutions and is incorporated by reference.

All other terms & conditions stated in the original award.

GCERC Internal Financial Codes: - FY23 Cat B 6013 - Cost Pool GCCSTAL000

CAM1 GCCGCOMRESIL

CAM2 GCCGMOBILEBAY

CAM3 GCCPCOMRESIL

AWARD ATTACHMENTS

ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL
RESOURCES

GNSSP20AL0002-01-
01

1. Award Terms and Conditions

REVISED REPORTING SCHEDULE		
Report Due	Reporting Period	Report Due Date
Financial Report	4/1/2020 – 9/30/2020	10/30/2020 (Received)
Financial Report	10/1/2020 – 3/31/2021	4/30/2021 (Received)
Performance Report	4/1/2020 – 3/31/2021	4/30/2021 (Received)
Financial and Performance Reports	4/1/2021 – 3/31/2022	5/30/2022 (Received)
Financial and Performance Reports	4/1/2022 – 3/31/2023	5/30/2023
Financial and Performance Reports	4/1/2023 – 3/31/2024	5/30/2024
Final Financial and Performance Reports	4/1/2024 – 1/31/2025	5/31/2025



STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
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

31.493

2020

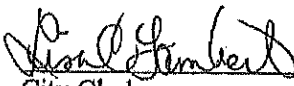
R E S O L U T I O N

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 #: SIP15-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@dcgs.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 Contractors and subcontractors in excess of \$2,000.00, and in excess of \$2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- e. **Rights to Inventions Made Under a Contract or Agreement** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- f. **Compliance with Office of Management and Budget Circulars.** As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

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, judgments, 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@denr.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

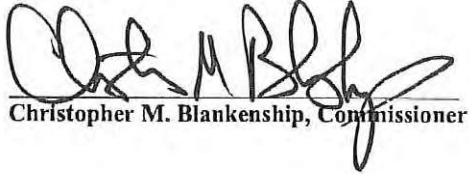
Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

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.

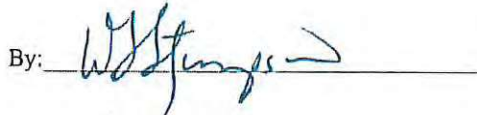
STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES


Christopher M. Blankenship, Commissioner

Date: 7-31-2020

APPROVED LEGAL

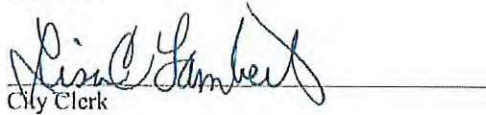

CITY OF MOBILE, A Municipal Corporation

By: 

Date: 7/9/20

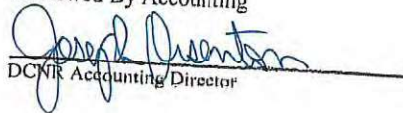
Its: Mayor

ATTEST:


City Clerk

7-9-2020
Date:

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@dnr.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 <u>929933406</u> , is <u>\$3,089,593.00</u> .
(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?

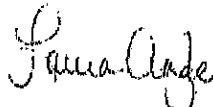
YES ☐ NO ☒ If yes, answer next question. If no, stop here and sign form and return to DCNR

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. 87.062 - 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	
8. TITLE OF PROJECT (OR PROGRAM) State Expenditure Plan #16: Mobile Area Storm Water Mapping & Resiliency Planning			

**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

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 468 Montgomery, AL 36130-3020	9b. GRANTEE PROJECT DIRECTOR Amy Hunter 64 N Union St Rm 468 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 04/15/2020	10b. FEDERAL PROJECT OFFICER Berbera Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4685

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 II		b. Less Unobligated Balance From Prior Budget Periods 0.00	
a. Salaries and Wages 23,564.00		c. Less Cumulative Prior Award(s) This Budget Period 0.00	
b. Fringe Benefits 8,816.00		d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION 3,089,593.00	
c. Total Personnel Costs 32,382.00		13. Total Federal Funds Awarded to Date for Project Period 3,089,593.00	
d. Equipment 0.00		14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies 100.00		YEAR	TOTAL DIRECT COSTS
f. Travel 84.00		a. 2	d. 5
g. Construction 0.00		b. 3	e. 8
h. Other 0.00		c. 4	f. 7
i. Contractual 3,049,208.00		15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
j. TOTAL DIRECT COSTS 3,081,772.00		a. DEDUCTION	
k. INDIRECT COSTS 7,821.00		b. ADDITIONAL COSTS	
l. TOTAL APPROVED BUDGET 3,089,593.00		c. MATCHING	
m. Federal Share 3,089,593.00		d. OTHER RESEARCH (Add / Deduct Option)	
n. Non-Federal Share 0.00		e. OTHER (See REMARKS)	
REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING 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.	

AUTHORIZING OFFICIAL:

Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 604-444-3511

Electronically Signed 04/15/2020

17. OBJ CLASS 41.0006	18a. VENDOR CODE 929933406	18b. EIN 838000619	19. DUNS 929933406	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

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

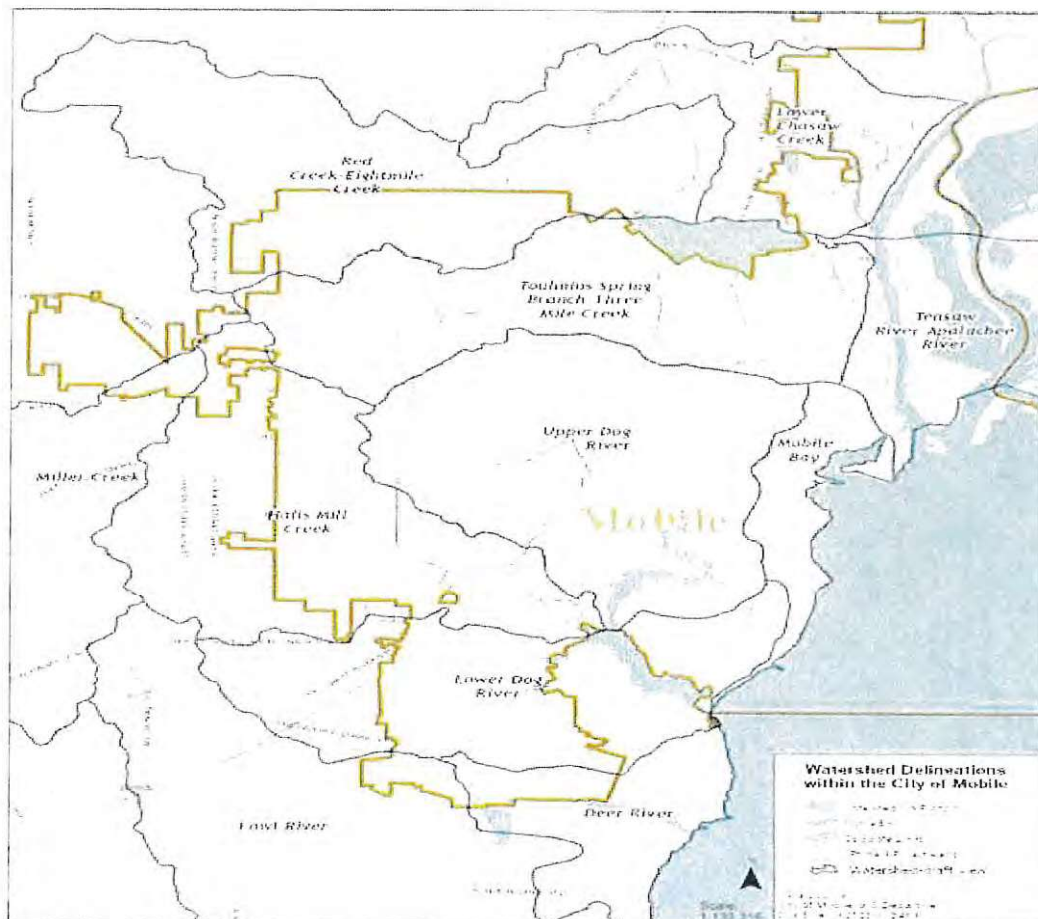


Figure 1. Watershed Delineations

- 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.

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
- Díaz, 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

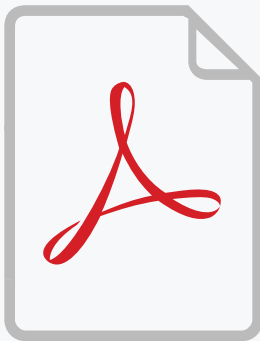
TOTAL OF INDIRECT COSTS: \$7,821

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



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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Vulcan Construction Materials LP for limestone aggregate. Prices good for one year, renewable for an additional two years.

Amount of Contract:

NA, as need at item-based unit pricing

Funding Source

Dependent upon project supported

ATTACHMENTS:

1. 20250416 Aggregate Agenda Package Bids

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Limestone Aggregate

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Vulcan Construction Materials LP for limestone aggregate. Prices good for one year, renewable for an additional two years.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____ 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: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5943

How many bidders received bid packages (if applicable): 7 + web

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 Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5943</u>	Limestone Aggregate	4	See bid tabulation	One year, renewable for an additional two years.	<u>(228600) Vulcan Construction Materials LP</u>

Adopted:

City Clerk

BID TABULATION FOR BID #5943 **AGGREGATE**

Line	Vendor	BID	LIMESTONE TYPE A DENSE GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE A DENSE GRADED BASE DELIVERED TO A DESIGNATED LOCATION	LIMESTONE TYPE B GRADED BASE PICK UP BY CITY TRUCK	LIMESTONE TYPE B GRADED BASE DELIVERED TO A DESIGNATED LOCATION
1	MARTIN MARIETTA	YES	\$ 54.00	\$ 63.00	\$ 54.00	\$ 63.00
2	VULCAN CONSTRUCTION MATERIALS	YES	\$ 50.00	\$ 62.00	\$ 50.00	\$ 62.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Purchasing Department
and Package Delivery:

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: lw Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
04/03/2025	5943	Public Works	To Be Picked Up

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

12:01 PM, Friday, April 11, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AGGREGATE The City of Mobile is requesting bids for Aggregate.					
APPX 1-30,000	LIMESTONE, TYPE A, DENSE GRADED BASE (PICK-UP BY CITY TRUCK) \$ _____/TON					
	LIMESTON, TYPE A, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) \$ _____/TON					
APPX 0-10,000	LIMESTONE, TYPE B, GRADED BASE (PICK-UP BY CITY TRUCK) \$ _____/TON					
	LIMESTON, TYPE B, DENSE GRADED BASE (TO BE DELIVERED TO NEEDED LOCATION) \$ _____/TON					
TONS	Prices quoted on this bid are to be held firm for 1 YEAR from bid award.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page _____ of _____

Page 737 of 1223

Page_____ of _____

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PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 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 Deere & Company for John Deere 5095M utility tractor for Parks Department.

Amount of Contract:

\$68,224.65

Funding Source

Capital Parks and Recreation Equipment

ATTACHMENTS:

1. 20250417 Deere Agenda Pckage POs

REVIEWERS:

Lana Gauthier

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 22 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Deere & Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Deere & Company for John Deere 5095M utility tractor for Parks Department.
Capital Parks and Recreation Equipment

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$68,224.65

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract..

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

How many bidders submitted bids (if applicable): NA

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>22486</u>	2025	(F7000) MOTOR POOL	JOHN DEERE 5095M UTILITY TRACTOR FOR PARKS DEPARTMENT (AL STATE CONTRACT)	\$68,224.65	<u>(295477) DEERE & COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022486-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor DEERE & COMPANY 2000 JOHN DEERE RUN CARY, NC 27513 Tel#800-358-5010 OPT 2 Fax 309-749-2313	Ship To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MOTOR POOL - ATTN: ADAM LYNN 770 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	295477				MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 UTILITY TRACTOR AS SPECIFIED: 2025 OR NEWER 5095M UTILITY TRACTOR AS PER STATE OF ALABAMA CONTRACT MA25000005305 AND SUNSOUTH/DEERE QUOTE NUMBER 32672745 AS PER STATE OF ALABAMA CONTRACT MA25000005305 (PG 99 CG 22) Additional Description Notes ----- UTILITY TRACTOR AS SPECIFIED: 2025 OR NEWER 5095M UTILITY TRACTOR AS PER STATE OF ALABAMA CONTRACT AND SUNSOUTH/DEERE QUOTE NUMBER 32448515.	1.00 EACH	68224.65000	68224.65

AS PER STATE OF ALABAMA CONTRACT MA25000005305 (PG 99 CG 22)

REQUESTED BY 2012-PARKS

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	68224.65
---	----------

Ship To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 TRAVESIA AGEE

Deliver To
 MOTOR POOL - ATTN: ADAM LYNN
 770 GAYLE STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00022486-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 2
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Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

CARY, NC 27513

MOBILE, AL 36604
AGEET@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
Fax 309-749-2313

Delivery Reference
TRAVESIA AGEE

Deliver To
MOTOR POOL - ATTN: ADAM LYNN
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/03/25	295477				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			

Requisition Link

Requisition Total 68224.65

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	68224.65	145216.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	68224.65	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	04/04/25	KIM CARMODY	
Approved	04/04/25	DANIEL OTTO	Auto approved by: 910520521
Approved	04/07/25	BRENDA RHODES	
Approved	04/07/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/07/25	RELYA MALLORY	Auto approved by: 910511034
Queued	04/07/25	DONALD ROSE	Auto approved by: 910511034
Queued	04/07/25	SANDRA LEWIS	Auto approved by: 910511034
Queued	04/07/25	STEVEN KRONINGER	Auto approved by: 910511034
Queued	04/07/25	SAMANTHA COOLEY	Auto approved by: 910511034
Queued	04/07/25	CLAUDE BUERGER IV	Auto approved by: 910511034
Queued	04/07/25	ANNE FOLEY	Auto approved by: 910511034
Queued	04/07/25	JOHN PAINE	Auto approved by: 910511034



Contract: MA25000005305 - Statewide Tractor - Deere & Company

Statewide Tractor - Deere & Company

Supplier
Ag & Turf SABD & Government Sales

Linked Solicitation

Statewide Tractor Bid

Master Agreement

Contract Code
MA25000005305

Sourcing Number

SRC0000025123

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Wayne	Gautney	wayne.gautney@purchasing.alabama.gov	334-242-7173
1 Record(s)			

Supplier Contact

First name	Last name	Email	Phone
Andrew	Roman	GovContractSupport@JohnDeere.com	800-358-5010
1 Record(s)			

Contract Scope

Organizations
State of Alabama, State of Alabama

Contract Validity

Start Date
12/6/2024

End Date
12/5/2025

Documents

- MA25000005305_Master_Agreement_V1.pdf
- Tractor Statewide award information.xlsx

Items

Item Name	Product Code	UOM
Tractor 20hp - 29hp - 18% discount	1	0.00 USD
Options 20hp - 29hp - 18% discount	2	0.00 USD
Tractor 30hp - 39hp - 18% discount	3	0.00 USD
Options 30hp - 39hp - 18% discount	4	0.00 USD
Tractor 40hp - 49hp - 18% discount	5	0.00 USD
Options 40hp - 49hp - 18% discount	6	0.00 USD
Tractor 50hp - 59hp - 15% discount	7	0.00 USD
Options 50hp - 59hp - 15% discount	8	0.00 USD
Tractor 60hp - 69hp - 15% discount	9	0.00 USD
Options 60hp - 69hp - 15% discount	10	0.00 USD
Tractor 70hp - 79hp - 15% discount	11	0.00 USD
Options 70hp - 79hp - 15% discount	12	0.00 USD
Tractor 80hp - 89hp - 20% discount	13	0.00 USD
Options 80hp - 89hp - 20% discount	14	0.00 USD
Tractor 90hp - 99hp - 20% discount	15	0.00 USD
Options 90hp - 99hp - 20% discount	16	0.00 USD
Tractor 100hp - 109hp - 25% discount	17	0.00 USD
Options 100hp - 109hp - 25% discount	18	0.00 USD
Tractor 110hp - 119hp - 25% discount	19	0.00 USD
Options 110hp - 119hp - 25% discount	20	0.00 USD
Tractor 120hp - 129hp - 25% discount	21	0.00 USD
Options 120hp - 129hp - 25% discount	22	0.00 USD
Tractor 130hp - 139hp - 25% discount	23	0.00 USD
Options 130hp - 139hp - 25% discount	24	0.00 USD
Tractor 140hp - 149hp - 25% discount	25	0.00 USD
Options 140hp - 149hp - 25% discount	26	0.00 USD
Tractor 150hp - < - 25% discount	27	0.00 USD
Options 150hp - < - 25% discount	28	0.00 USD
OEM Repair Filters / Repair Parts - 0% discount	29	0.00 USD
Delivery - quotable line	30	0.00 USD
Extended Warranty - quotable line	11_31	0.00 USD



CAPITAL CONTRACT SUMMARY SHEET

To reallocate \$1,176,220 for Capital Project #C0116 in the Capital Improvements Fund (2000) to various Capital Projects. (See Resolution)



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Relya Mallory, Capital Projects Administrator

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

To Reallocate \$1,176,220.00 from Capital Project #C0116 Capital Improvement Reserve to various Capital Projects (See Resolution)

Amount of Contract:

Funding Source

Capital Improvement Project #C0116

ATTACHMENTS:

1. Resolution-C0116 4.17.2025

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$1,176,220.00 in the Capital Improvement Fund (2000) be reallocated from Capital Project #C0116 Capital Improvement Reserve to the following Capital Improvement Projects:

C0915	CIP Fire Station 19 Design & Bldg	\$500,000
C0577	Conv Center Exterior Painting	90,000
C0981	Pinehill Recycle Center Mod Bldg	100,000
C0806	Civic Center New Parking Facility	486,220

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT # 5334

PROJECT NAME: Mobile, Alabama Cruise Terminal - Parking Deck Repairs

CAPITAL PROJECT #: C0642 (20002000-48010)

CONTRACT AMOUNT: \$428,880.00 DATE OF
RECEIPT: 4/16/2025

ARCHITECTURAL ENGINEERING PROJECT #: CT-009-24

PROJECT DESCRIPTION: Includes required ongoing maintenance and repairs to the Parking Deck including joint repair, crack repair, and other miscellaneous repairs

VENDOR NAME: Thomas Industries, Inc.

VENDOR NUMBER: 280041

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing Professional Services

Construction (Unit Price)* **Construction**** ROW (Acquisitions)
Performance-Contributed Contractual Non-Contractual

RETAINAGE INFORMATION:

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

X or

If different, indicate special

rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant II Date: **04/14/2025**



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Includes required ongoing maintenance and repairs to the Parking Deck including joint repair, crack repair, and other miscellaneous repairs

Amount of Contract:

\$428,880.00

Funding Source

C0642 CRUISE TERMINAL-PARKING DECK REPAIR (20002000-48010)

ATTACHMENTS:

1. CAP-00002 - THOMAS INDUSTRIES INCPerformanceCAP - 00002 - - Executed Contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

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: Thomas Industries, Inc.

Project Name: Mobile, Alabama Cruise Terminal - Parking Deck Repairs

Project Number: CT-009-24

Amount: \$428,880.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Mobile, Alabama Cruise Terminal - Parking Deck Repairs

CAPITAL PROJECT #: C0642 (20002000-48010)

CONTRACT AMOUNT: \$428,880.00 DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: CT-009-24

PROJECT DESCRIPTION: Includes required ongoing maintenance and repairs to the Parking Deck including joint repair, crack repair, and other miscellaneous repairs

VENDOR NAME: Thomas Industries, Inc.

VENDOR NUMBER: 280041

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Emma Dean – Office Assistant II Date: 04/14/2025



04.08.2025

03:04PM

Dear Council Members:

Attached to this memo is an agreement between the THOMAS INDUSTRIES INC and the City of Mobile, for the project titled "Mobile, Alabama Cruise Terminal -Parking Deck Repairs" in the amount of \$428,880.00.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer

Architectural Engineering

(251) 208-1083

Information on this project is follows:

Commitment Type:	Performance
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

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

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

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

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

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

Thomas Industries, Inc.
2789 Macmae Drive
Mobile, AL 36606
City of Mobile Business License Number:2403314
Secretary of State Registration Number: 000-081-265

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

City of Mobile, Alabama Cruise Terminal -Parking Deck Repairs
201 South Water Street
Mobile, Alabama 36602
CT-009-24
Maintenance and Repairs to the Parking Deck

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

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

Barter & Associates, Inc
1614 Government St
Mobile, Alabama 36604

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 One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

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

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Twenty Eight Thousand Eight Hundred Eighty and 00/100 (\$ 428,880.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$413,880.00

Contingency Allowance: \$15,000.00

Total Bid: \$428,880.00

Alternate: (N/A)

Total Contract Sum: \$428,880.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

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

(Identify each allowance.)

Contingency Allowance: Fifteen Thousand and 00/100 (\$15,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages:

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

Init.

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

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

Init.

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 Thomas Industries, Inc. has completed the contract for CT-009-24, City of Mobile, Alabama Cruise Terminal, 201 South Water Street Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

K. Ryleigh Tatum
2789 Macmae Drive, Mobile, AL 36606
ryleigh@specseal-inc.com
251-409-1957

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

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

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

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

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:

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

Init.

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

- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

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

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

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

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

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

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

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

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

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

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

§ 8.6

(Paragraphs deleted)

Indemnification:

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

§ 8.7 Other provisions:

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

§ 8.8 Force Majeure:

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
S0.0	General Notes	01/10/25
S1.1	First Floor Traffic Markings (Alternate #1)	01/10/25
S1.2	Second Level Repair Plan (Alternate #2)	01/10/25
S1.3	Third Level Repair Plan	01/10/25
S1.4	Fourth Level Repair Plan	01/10/25
S1.5	Second Level Underside Repair Plan (Alternate #2)	01/10/25
S1.6	Third Level Underside Repair Plan	01/10/25
S1.7	Rought Level Underside Repair Plan	01/10/25
S3.0	Fourth Level Canopy Plans and Sections (Alt #3)	01/10/25
S3.1	Repair Sections and Details	01/10/25

.4 Specifications

Section	Title	Date
01010	Summary of Work	01/10/25
01210	Allowances	01/10/25
01220	Unit Prices	01/10/25
01230	Alternative Bid Items	01/10/25
01310	Project Management & Coordination	01/10/25
01330	Submittal Procedures	01/10/25
01635	Substitution Proceffures	01/10/25
01700	Execution Requirements	01/10/25
01701	Softwashing	01/10/25
01731	Cutting and Patching	01/10/25
01770	Closeout Procedures	01/10/25
017839	Project Record Drawings	01/10/25

.5 Addenda, if any:

Number	Date
Addendum No. 1	February 3, 2025
Addendum No. 2	February 13, 2025
Addendum No. 3	February 20, 2025
Addendum No. 4	February 28, 2025
Addendum No. 5	March 7, 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.

(Paragraphs deleted)

.6 Other Exhibits:

(Paragraph deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

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

Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:

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

§ 9.2.6 Severability Clause:

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

§ 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: Thomas Industries, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

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

Derek Thomas, 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 Derek Thomas as President of Thomas Industries, 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 1st day of April, 2025.

NOTARY PUBLIC
My Commission Expires: 11-22-2027



Init.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Thomas Industries, Inc., 2789 Macmae Drive Mobile, AL 36606, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 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 Four Hundred Twenty Eight Thousand Eight Hundred Eighty and 00/100 (\$428,880.00) 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 City of Mobile, Alabama Cruise Terminal -Parking Deck Repairs (CT-009-24) 201 South Water Street Mobile, Alabama 36602, 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 1st day of April, 2025.

CONTRACTOR AS PRINCIPAL
Company: Thomas Industries Inc.
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Derck Thomas, Pres

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: [Signature]
(Signature)

Name and Title: Christopher T. Thomas, Attorney In Fact

Resident Agent: [Signature]

(Signature)

Name and Title: Christopher T. Thomas, Agent
Company Name: Thomas, Harrison & Associates
Address: Insurance Agency Inc.
P.O. Box 507, Montrose, AL 36507
Phone and Fax: 251-621-2180 phone
251-621-2189 fax

Owner's Representative: Carleen Stout

REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS, That the Contractor, Thomas Industries, Inc.
2789 Macmae Drive Mobile, AL 36606, as Principal, and Fidelity and Deposit Company of Maryland
1827, Mobile, AL 36633 (hereinafter called the "Obligee") in the penal sum of Four Hundred Twenty Eight Thousand
Eight Hundred Eighty and 00/100 (\$428,880.00) 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 Oblige, dated the ____ day of _____,
 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all
 work required to properly complete City of Mobile, Alabama Cruise Terminal -Parking Deck Repairs (CT-009-24) 201
South Water Street Mobile, Alabama 36602, 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 Christopher T. Thomas **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 12 day of April, 2025

CONTRACTOR AS PRINCIPAL
 Company: Thomas Industries, Inc.
 (Corporate Seal)

SURETY Fidelity and Deposit
 Company: Company of Maryland
 (Corporate Seal)

By: [Signature]
 (Signature)
 Name and Title: Derck Thomas, Pres

By: [Signature]
 (Signature)
 Name and Title: Christopher T. Thomas
Attorney In Fact

Resident Agent: [Signature]
 (Signature)
 Name and Title: Christopher T. Thomas, Agent
 Company Name: Thomas, Harrison & Associates
 Address: Insurance Agency Inc.
P.O. Box 507, Montrose, AL 36507
 Phone and Fax: 251-621-2180 phone; 251-621-2189 fax

Owner's Representative: Carleen Stout
REAM Dept Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Labor and Material Payment Bond 9450475

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John T. THOMAS, JR., Christopher T. THOMAS and Maria A. DAVISON, all of Daphne, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons .

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of May, A.D. 2020.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 14th day of May, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2025.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

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RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 2025.



Michael C. Fay, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

EXHIBIT A
SCOPE OF WORK

Mobile, Alabama Cruise Terminal

Parking Deck Repairs

Project #CT-009-24

This project includes required ongoing maintenance and repairs to the Parking Deck including joint repair, crack repair, and other miscellaneous repairs.

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: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Thomas Industries, Inc.
Address	2789 Macmae Drive, Mobile, AL 36606
Telephone	(251)438-2036
E-Mail	ryleigh@specseal-inc.com

RFP/RFQ Solicitation Number	CT-009-24
Project Description	Mobile, AL Cruise Terminal - Parking Deck Repairs
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>70</u> Female <u>10</u> Minority <u>31</u> Non-minority <u>49</u> SDVO <u>0</u>
Total #of Employees	<u>80</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Ray Bing
Signature: [Signature] Date: 03/12/25
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: K. Ryleigh Tatum Title: Division Manager
Email: ryleigh@specseal-inc.com Phone: (251)409-1957



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Thomas Industries, Inc. Your Bid/Proposal Amount \$ 428,880.00 Date: 3/12/25
3 / 12 / 2025 Description CITY OF MOBILE, AL CRUISE TERMINAL - PARKING DECK REPAIRS
Name of Bidder/Proposer: Thomas Industries, 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
STRUCTURAL RESTORATION SOLUTIONS	404-876-9408	CONCRETE REPAIRS	\$ 284,870	100%	NO, but in progress	
MZ SOLUTIONS	780-401-2220	material supplier	\$ 10,475	1.5%	YES	
BEACON BUILDING PRODUCTS	850-432-7155	material supplier	\$ 50,135	13%	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Thomas Industries, Inc.

Contact Person: K. Ryleigh Tatum Phone 251-409-1957 Email Ryleighespeccal-inc.com

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

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

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

Section 2(B)

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

____ 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. STRUCTURAL RESTORATION SOLUTIONS IS IN THE PROCESS OF BECOMING A DBE IN THE STATE OF AL. BY THE TIME THIS PROJECT COMMENCES, THEY SHOULD/WILL HAVE THAT DESIGNATION. M2 SOLUTIONS COULD HAVE BEEN UTILIZED MORE, BUT THEIR PRICING WAS SIGNIFICANTLY HIGHER THAN BEACON'S.



Alabama Secretary of State



Thomas Industries, Inc.	
Entity ID Number	000-081-265
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/17/1981
Registered Agent Name	THOMAS, DEREK
Registered Office Street Address	2789 MACMAE DR. MOBILE, AL 36606
Registered Office Mailing Address	2789 MACMAE DR. MOBILE, AL 36606
Nature of Business	ROOFING BUSINESS
Capital Authorized	\$5,000
Capital Paid In	---
Incorporators	
Incorporator Name	THOMAS, L P
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	04/04/2005
Legal Name Merged	Thomas Construction, LLC
Transaction Date	04/04/2005
Legal Name Merged	T Sheet Metal Company, Inc.
Transaction Date	04/05/2005

Thomas Industries, Inc.	
Legal Name Changed From	Thomas Roofing Company, Inc.
Transaction Date	04/08/2014
Agent Mailing Address Changed From	* Added
Transaction Date	04/08/2014
Registered Agent Changed From	THOMAS, L P 660 SPRINGHILL AVE MOBILE, AL 36602
Transaction Date	08/03/2023
Agent Mailing Address Changed From	THOMAS, DEREK 550 SAINT MICHAEL ST MOBILE, AL 36602
Transaction Date	08/03/2023
Registered Agent Changed From	THOMAS, DEREK 550 SAINT MICHAEL ST MOBILE, AL 36602
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/17/1981 Certificate of Formation 6 pgs.
Document Date / Type / Pages	04/04/2005 Merger 3 pgs.
Document Date / Type / Pages	04/05/2005 Legal Name Change 2 pgs.
Document Date / Type / Pages	04/08/2014 Registered Agent Change 2 pgs.
Document Date / Type / Pages	08/03/2023 Registered Agent Change 2 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 449145

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

Employer Thomas Industries, Inc.

Derek Thomas

Name (Please Type or Print)

Title

Electronically Signed

09/19/2011

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

09/19/2011

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Thomas Industries, Inc.
Company Facility Address:	550 St Michael St.
	Mobile, AL 36602
Company Alternate Address:	P.O. Box 485
	Mobile, AL 36601
County or Parish:	MOBILE
Employer Identification Number:	630802633



Company ID Number: 449145

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• ALABAMA 1 site(s)	

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

Name:	Derek J Thomas		
Telephone Number:	(251) 438 - 2036	Fax Number:	(251) 438 - 1110
E-mail Address:	derek@thomasroofing.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2025

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

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

PRODUCER Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223	CONTACT NAME: Susan Gore PHONE (A/C, No, Ext): 205-874-1305 E-MAIL ADDRESS: sgore@cobbsallen.com FAX (A/C, No):
INSURED Thomas Industries Inc. 2789 MacMae Dr Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE INSURER A : CNA INSURER B : Columbia Casualty Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 612578776**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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	7012179466	4/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 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	Y	Y	7012179452	4/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	7012179449	4/1/2024	5/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A B	Installation Leased/Rented Equipment Prof Liab & Pollution Liab			701734200 CZB7017661007	4/1/2024 11/15/2024	5/1/2025 11/15/2025	Installation Leased/Rented Prof/Poll/ Deductible 500,000 \$200,000 \$1,000,000/\$10,000

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

General Liability:

Blanket Additional Insured for Ongoing/Completed Operations when required by written contract or agreement (completed/ongoing preferred)

Blanket Primary & Non-contributory when required by written contract of agreement by the Additional Insured

Blanket Waiver of Subrogation when required by written contract or agreement

Per project

Automobile Liability:

Blanket Additional Insured when required by written contract or agreement

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
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

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Cobbs, Allen & Hall, Inc.		NAMED INSURED Thomas Industries Inc. 2789 MacMae Dr Mobile, AL 36606	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Primary & Non-contributory when required by written contract of agreement by the Additional Insured
Blanket Waiver of Subrogation when required by written contract or agreement

Umbrella Follow Forms

Re: #CT-009-24, City of Mobile, Alabama Cruise Terminal -Parking Deck Repairs, 201 South Water Street, Mobile, Alabama 36602.
City of Mobile shall be additional insured as respects General Liability and Auto Liability as required by written contract. General Liability and Auto Liability coverages shall apply on a primary and non-contributory basis where required by written contract. Waiver of Subrogation applies in favor of City of Mobile as respects to General Liability and Auto Liability policies as required by written contract. Excess liability is follow form of underlying coverages subject to policy terms and conditions. 30 days notice of cancellation applies in regards to General Liability, Auto Liability and Excess Liability per policy terms and conditions. General Liability includes contractual liability.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 3/31/2025 - 1/1/2026
Insured
THOMAS INDUSTRIES, INC.
Insurance Company
WorkersFirst Comp Fund

Policy No. PQAL127200(EL) Endorsement No.
Premium 0

Countersigned by

Linda Hudgins



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize SC-020-25 with Waste Pro USA, Inc for Service Contract-Variou Locations-Dumpster Service; approximate amount of \$98,000.00 total contract sum; sponsored by Mayor Stimpson (submitted by Carleen Stout-Clark, REAM).

Amount of Contract:

Approximately \$98,000.00

Funding Source

Various Operational accounts

ATTACHMENTS:

1. SC-020-25 Civicplus contract

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

2025

Sponsored by:

Mayor William S. Stimpson

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

Name of Company: WASTE PRO USA, INC.

Project Name: SERVICE CONTRACT – VARIOUS LOCATIONS –
DUMPSTER SERVICE

Project Number: SC-020-25

Amount: AS NEEDED, AT SPECIFIED UNIT PRICING, IN AN
APPROXIMATE AMOUNT OF \$98,000.00

Adopted:

City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

This **AGREEMENT** made and entered into this _____ day of _____, in the year 2025, by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Waste Pro USA, Inc.
C/O Waste Pro of Alabama, Inc.
6225 Rangeline Road
Theodore, Alabama 36582
(251) 383-2100

City of Mobile License No.: 87160

City of Mobile Vendor No.: 298669

Alabama Secretary of State Business Entity No.: 000-941-224

for the following PROJECT:

PROJECT NAME: **SERVICE CONTRACT – VARIOUS LOCATIONS –
DUMPSTER SERVICE**

PROJECT LOCATION: **VARIOUS CITY OF MOBILE LOCATIONS**

PROJECT NUMBER: **SC-020-25**

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for **one (1) year** from the date of the Notice to Proceed, with the option to extend for two (2) additional one-year terms.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, in accordance with the Unit

Pricing listed in Paragraph 3.2 Schedule of Values, the sum as follows:

Total Contract Sum (Year 1, 2, and 3 Yearly Totals Combined):

Ninety-Six Thousand Four Hundred Sixty-One and 40/100 Dollars
(Written in Words)

\$ 96,461.40
(Written in Numbers)

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Year 1					
<u>Facility Name</u>	<u>Size</u> (2-4-6-8-40) Yard	<u>Quantity</u> <u>at Site:</u>	<u>Service</u> <u>Schedule</u>	<u>Monthly</u> <u>Cost</u>	<u>Yearly</u> <u>Cost</u>
Magnolia Cemetery	40 yd (roll-off)	1	1 X Per Month	\$475.00	\$5,700.00
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	\$149.65	\$1,795.80
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	\$299.29	\$3,591.48
Azalea City Golf Course	8 yd	1	3 X Per Week	\$299.29	\$3,591.48
Mobile Technology Center	4 yd	1	1 X Per Week	\$49.88	\$598.56
Mobile Museum of Art	8 yd	1	1 X Per Week	\$99.76	\$1,197.12
MPD Headquarters	8 yd	2	3 X Per Week	\$598.58	\$7,182.96
Metro Firearms Facility	8 yd	2	1 X Per Week	\$199.52	\$2,394.24
MPD Special Operations Building	4 yd	1	2 X Per Week	\$99.76	\$1,197.12
Parks & Recreation Facility	8 yd	1	1 X Per Week	\$99.76	\$1,197.12
Western Administrative Complex	6 yd	1	1 X Per Week	\$74.82	\$897.84
Alabama Cruise Terminal	8 yd	1	1 X Per Week	\$99.76	\$1,197.12
MPD Mounted Unit Equestrian Center	6 yd	1	1 X Per Week	\$74.82	\$897.84
		Year 1 TOTAL		Monthly \$2,619.89	Yearly \$31,438.68

Total for Year One Only:

Thirty-One Thousand Four Hundred Thirty-Eight and 68/100 Dollars
(Written in Words)

\$ 31,438.68
(Written in Numbers)

Year 2

<u>Facility Name</u>	<u>Size</u> (2-4-6-8-40) Yard	<u>Quantity</u> <u>at Site:</u>	<u>Service</u> <u>Schedule</u>	<u>Monthly</u> <u>Cost</u>	<u>Yearly</u> <u>Cost</u>
Magnolia Cemetery	40 yd (roll-off)	1	1 X Per Month	\$475.00	\$5,700.00
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	\$155.88	\$1,870.56
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	\$311.76	\$3,741.12
Azalea City Golf Course	8 yd	1	3 X Per Week	\$311.76	\$3,741.12
Mobile Technology Center	4 yd	1	1 X Per Week	\$51.96	\$623.52
Mobile Museum of Art	8 yd	1	1 X Per Week	\$103.92	\$1,247.04
MPD Headquarters	8 yd	2	3 X Per Week	\$623.52	\$7,482.24
Metro Firearms Facility	8 yd	2	1 X Per Week	\$207.84	\$2,494.08
MPD Special Operations Building	4 yd	1	2 X Per Week	\$103.92	\$1,247.04
Parks & Recreation Facility	8 yd	1	1 X Per Week	\$103.92	\$1,247.04
Western Administrative Complex	6 yd	1	1 X Per Week	\$77.94	\$935.28
Alabama Cruise Terminal	8 yd	1	1 X Per Week	\$103.92	\$1,247.04
MPD Mounted Unit Equestrian Center	6 yd	1	1 X Per Week	\$77.94	\$935.28
		Year 2 TOTAL		Monthly \$2,709.28	Yearly \$32,511.36

Total for Year Two Only:

Thirty-Two Thousand Five Hundred Eleven and 36/100 Dollars \$ **32,511.36**
(Written in Words) **(Written in Numbers)**

Year 3					
<u>Facility Name</u>	<u>Size</u> (2-4-6-8-40) Yard	<u>Quantity</u> <u>at Site:</u>	<u>Service</u> <u>Schedule</u>	<u>Monthly</u> <u>Cost</u>	<u>Yearly</u> <u>Cost</u>
Magnolia Cemetery	40 yd (roll-off)	1	1 X Per Month	\$475.00	\$5,700.00
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	\$155.88	\$1,870.56
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	\$311.76	\$3,741.12
Azalea City Golf Course	8 yd	1	3 X Per Week	\$311.76	\$3,741.12
Mobile Technology Center	4 yd	1	1 X Per Week	\$51.96	\$623.52
Mobile Museum of Art	8 yd	1	1 X Per Week	\$103.92	\$1,247.04

Initial Placement Fee for New Locations or Additional Units at Existing Sites	\$100.00
---	----------

Year 3.

Dumpster Size (Cubic Yard)	1 x Per Week Service	2 x Per Week Service	3 x Per Week Service	1x Per Month Service	Additional Service Charge (Per Request)
2 Yard	\$ N/A	\$ N/A	\$ N/A	\$ N/A	\$ N/A
4 Yard	\$51.96	\$103.92	\$155.88	\$ N/A	\$50.00
6 Yard	\$77.94	\$15.88	\$233.82	\$ N/A	\$75.00
8 Yard	\$103.92	\$207.84	\$311.76	\$ N/A	\$100.00
40 Yard (Roll-off)	\$1,900.00	\$3,800.00	\$5,700.00	\$475.00	\$475.00
Initial Placement Fee for New Locations or Additional Units at Existing Sites					\$100.00

In the case of discrepancy, the amount in words shall govern.

The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made monthly upon completion and inspections of the work specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools, and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

This Instrument (Agreement)	10 pages
Scope of Work	1 page
Bid Form	7 pages
Subcontracting & Major Supplier Plan	5 pages
Alabama Secretary of State Business Entity Form	2 pages
E-Verify Documentation	4 pages
Certificate of Liability Insurance with Endorsements	3 pages
General Conditions	9 pages
Addenda 1, 2, and 3	3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall 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. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined - 1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
Bodily injury and property damage combined - \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of

owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

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

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees, whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Service Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Service

Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Service Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization, and assurances necessary in order to abide by the terms of this Agreement.

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

8.7 Anti-discrimination: 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.

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

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

8.10 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.

8.11 Public contracts with entities engaging in certain boycott activities: By signing this contract, Service Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

SERVICE CONTRACTOR:

Waste Pro USA, Inc.

Signature

Signature

William S. Stimpson, Mayor, City of Mobile

Printed Name and Title

Todd White Coastal Region Sales Manager

Printed Name and Title

(Corporate Seal if applicable)

ATTEST:

City Clerk

STATE OF FL
COUNTY OF Bay

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Todd White as Regional Sales Manager of Waste Pro 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 Regional Sales Manager.
Sworn to and subscribed for me this 1st day of April, 2025.
Presented AL drivers license

Joann Peak
NOTARY PUBLIC

My Commission Expires: 22 August 2025



SCOPE OF WORK – SC-020-25
DUMPSTER SERVICE (3 YEAR)
February 5, 2025

Scope of Services: Provide and maintain Dumpsters and Dumpster Services for Various City of Mobile Locations as set forth herein and as listed in Bid Form.

General:

- A. Coordinate all work with the Building Services Project Manager or Building Services staff; give adequate advance notice.
- B. Furnish best Dumpsters available, keep all Dumpsters clean and in good working condition.
- C. Provide Pick Up and Removal of Rubbish as per the schedule.
- D. Service Contractor shall be required to remove all dumpsters at least Forty-Eight (48) hours prior to any storm event, with sustained winds of 74 mph or greater, making landfall in the greater Mobile, Alabama area (including Baldwin County, AL, Mobile County, AL, Jackson County, MS, and/or Harrison County, MS). Dumpsters should be replaced at least twenty-four (24) hours after the storm event passes or as soon as the roads are deemed safe by Mobile County Emergency Management Agency (MCEMA) and/or the City of Mobile.

Scheduling:

- A. Install and service all Dumpsters in a careful manner with all necessary consideration for neighbors and the public. Avoid interference with the use of and passage to and from adjacent Buildings and facilities.
- B. Dumpsters are to be serviced on scheduled date. (After the contract is awarded, the Service Contract Administrator will assign a specific date and time for each facility.)
- C. Dumpsters shall be placed at the below site addresses as per bid and contract documents:

Dumpster Locations:

- 1. Magnolia Cemetery – 1202 Virginia Street – One (1) 40 yd rolloff
- 2. Connie Hudson Mobile Regional Senior Center – 3201 Hillcrest Road – One (1) 6 yd dumpster
- 3. Copeland-Cox Tennis Center – 851 Gaillard Drive – One (1) 8 yd dumpster
- 4. Azalea City Golf Course – 1000 Joe Barbato Drive – One (1) 8 yd dumpster
- 5. Mobile Technology Center – 651 Church Street – One (1) 4 yd dumpster
- 6. Mobile Museum of Art – 4850 Museum Drive – One (1) 8 yd dumpster
- 7. Police Headquarters – 2460 Government Street – Two (2) 8 yd dumpsters
- 8. Metro Firearms Facility – 12261 Tanner Williams Road – Two (2) 8 yd dumpsters
- 9. Police Special Operations Building – 850 St. Anthony Street – One (1) 4 yd dumpster
- 10. Parks & Recreation Facility – 48 N. Sage Avenue – One (1) 8 yd dumpster
- 11. Western Administrative Complex – 851 Museum Drive – One (1) 6 yd dumpster
- 12. Alabama Cruise Terminal – 201 Water Street – One (1) 8 yd dumpster
- 13. MPD Mounted Unit Equestrian Center – 6160 Gaston Loop Road W., Grand Bay, AL – One (1) 6 yd dumpster

Exact placement of dumpsters shall be as directed by the City of Mobile, Building Services Project Manager, or site Manager.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE, 205 GOVERNMENT ST., P.O. BOX 1827, MOBILE, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT - VARIOUS LOCATIONS -
DUMPSTER SERVICE

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-020-25

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated February 5, 2025; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Waste Pro of Alabama

ADDRESS: 16225 Margeline Blvd PHONE 251-383-2100

CITY OF MOBILE BUSINESS LICENSE NUMBER: 36582

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the City. The term of the Contract shall extend for One (1) year from the date of the Notice to Proceed with the option to renew for Two (2) additional one-year terms. The City of Mobile shall have the right to extend the Contract at the end of the third year (2nd Additional Term) at the rates listed in Year 3, Schedule of Values, for a period not to exceed Sixty (60) calendar days.

1. Base Bid:

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Total Contract/Bid (Year 1, 2, and 3 Combined Yearly Totals):

\$ ninety-six thousand four hundred and forty cents \$ 96,440.00
 (Written in Words) (Written in Numbers)

2. Schedule of Values:

Year 1					
Facility Name	Size (2-4-6-8-40) Yard	Quantity at Site:	Service Schedule	Monthly Cost	Yearly Cost
Magnolia Cemetery	40 yd (roll-off)	1	1 x Per Month	475.00	5700.00
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	149.65	1795.80
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	299.29	3591.48
Azalea City Golf Course	8 yd	1	3 X Per Week	299.29	3591.48
Mobile Technology Center	4 yd	1	1 X Per Week	49.88	598.56
Mobile Museum of Art	8 yd	1	1 X Per Week	99.76	1197.12
MPD Headquarters	8 yd	2	3 X Per Week	598.58	7182.96
Metro Firearms Facility	8 yd	2	1 X Per Week	199.52	2394.24
MPD Special Operations Building	4 yd	1	2 X Per Week	99.76	1197.12
Parks & Recreation Facility	8 yd	1	1 X Per Week	99.76	1197.12
Western Administrative Complex	6 yd	1	1 X Per Week	74.82	897.94
Alabama Cruise Terminal	8 yd	1	1 X Per Week	99.76	1197.12
MPD Mounted Unit Equestrian Center	6 yd	1	1 X Per Week	74.82	897.94
Year 1 TOTAL				Monthly \$2619.89	Yearly \$31438.68

Total Bid for Year One Only:

\$ thirty-one thousand four hundred and thirty-eight dollars and sixty cents \$ 31,438.68
 (Written in Words) (Written in Numbers)

Year 2					
Facility Name	Size (2-4-6-8-40) Yard	Quantity at Site:	Service Schedule	Monthly Cost	Yearly Cost
Magnolia Cemetery	40yd (roll-off)	1	1 x Per Month	475. ⁰⁰	5700. ⁰⁰
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	153.88	1870.56
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	311.76	3741.12
Azalea City Golf Course	8 yd	1	3 X Per Week	311.76	3741.12
Mobile Technology Center	4 yd	1	1 X Per Week	51.96	623.52
Mobile Museum of Art	8 yd	1	1 X Per Week	103.92	1247.04
MPD Headquarters	8 yd	2	3 X Per Week	623.52	7482.24
Metro Firearms Facility	8 yd	2	1 X Per Week	207.84	2494.08
MPD Special Operations Building	4 yd	1	2 X Per Week	103.92	1247.04
Parks & Recreation Facility	8 yd	1	1 X Per Week	103.92	1247.04
Western Administrative Complex	6 yd	1	1 X Per Week	77.94	935.28
Alabama Cruise Terminal	8 yd	1	1 X Per Week	103.92	1247.04
MPD Mounted Unit	6 yd	1	1 X Per Week	77.94	935.28
Equestrian Center					
Year 2 TOTAL				Monthly \$2701.28	Yearly \$32511.36

Total Bid for Year Two Only:

\$ Thirty two thousand five hundred eleven dollars and thirty one cents.

\$ 32511.36

(Written in Numbers)

Year 3					
Facility Name	Size (2-4-6-8-40) Yard	Quantity at Site:	Service Schedule	Monthly Cost	Yearly Cost
Magnolia Cemetery	40yd (roll-off)	1	1 x Per Month	475. ⁰⁰	5700. ⁰⁰
Connie Hudson Mobile Regional Senior Center	6 yd	1	2 X Per Week	153.88	1870.56
Copeland Cox Tennis Center	8 yd	1	3 X Per Week	311.76	3741.12
Azalea City Golf Course	8 yd	1	3 X Per Week	311.76	3741.12
Mobile Technology Center	4 yd	1	1 X Per Week	51.96	623.52
Mobile Museum of Art	8 yd	1	1 X Per Week	103.92	1247.04
MPD Headquarters	8 yd	2	3 X Per Week	623.52	7482.24

Metro Firearms Facility	8 yd	2	1 X Per Week	207.84	2491.08
MPID Special Operations Building	4 yd	1	2 X Per Week	103.92	1247.04
Parks & Recreation Facility	8 yd	1	1 X Per Week	103.92	1247.04
Western Administrative Complex	6 yd	1	1 X Per Week	77.94	935.28
Alabama Cruise Terminal	8 yd	1	1 X Per Week	103.92	1247.04
MPID Mounted Unit Equestrian Center	6 yd	1	1 X Per Week	77.94	935.28
Year 3 TOTAL				Monthly	Yearly
				\$274.28	\$3251.36

Total Bid for Year Three Only:

Station two (four and five) units at the above address
and 44145 (8) units at (words) \$ 3251.36
(Written in Numbers)

In the case of discrepancy, the amount in words shall govern.

UNIT PRICES - VARIOUS LOCATIONS - The City of Mobile may also request additional units at varying service frequencies, as needed, in quantities as directed. Unit pricing listed should match the pricing used to formulate the corresponding year's bids above. The following rates shall apply:

Year 1.

Dumpster Size (Cubic Yard)	1 x Per Week Service	2 x Per Week Service	3 x Per Week Service	1x Per Month Service	Additional Service Charge (Per Request)
2 Yard	\$	\$	\$	\$	\$
4 Yard	\$49.88	\$99.76	\$149.64	\$14	\$
6 Yard	\$74.82	\$149.64	\$224.46	\$21	\$
8 Yard	\$99.76	\$199.52	\$299.28	\$28	\$
40 Yard (Roll-off)	\$1900.00	\$3800.00	\$5700.00	\$475.00	\$
Initial Placement Fee for New Locations or Additional Units at Existing Sites					\$100.00

Year 2.

Dumpster Size (Cubic Yard)	1 x Per Week Service	2 x Per Week Service	3 x Per Week Service	1x Per Month Service	Additional Service Charge (Per Request)
2 Yard	\$	\$	\$	\$	\$
4 Yard	\$51.96	\$103.92	\$155.88	\$	\$
6 Yard	\$77.94	\$155.88	\$233.82	\$	\$
8 Yard	\$103.92	\$207.84	\$311.76	\$	\$
40 Yard (Roll-off)	\$1900.00	\$	\$	\$475.00	\$
Initial Placement Fee for New Locations or Additional Units at Existing Sites					\$100.00

Year 3.

Dumpster Size (Cubic Yard)	1 x Per Week Service	2 x Per Week Service	3 x Per Week Service	1x Per Month Service	Additional Service Charge (Per Request)
2 Yard	\$	\$	\$	\$	\$
4 Yard	\$51.96	\$103.92	\$155.88	\$ NA	\$
6 Yard	\$77.94	\$155.88	\$233.82	\$ NA	\$
8 Yard	\$103.92	\$207.84	\$311.76	\$ NA	\$
40 Yard (Roll-off)	\$900.00	\$1800.00	\$2700.00	\$475.00	\$
Initial Placement Fee for New Locations or Additional Units at Existing Sites					\$

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents. The City of Mobile reserves the right to add, remove and modify services, as needed during the term of this Agreement.

2. BID INCLUDES:

Addendum Number 1, Dated 2-18-25
 Addendum Number 2, Dated 2-25-24
 Addendum Number 3, Dated 2-26-25

3. **BID SECURITY:** The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

4. **NON-DISCRIMINATION:** The undersigned Bidder certifies he/she will comply with Federal, State, and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

5. **REFERENCES:** Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: Gulf Coast Underpunch, LLC
 Company Address: 5655 Middle Road, Thibodaux, LA 70453
 Telephone: 251-725-0200 Email: jibrown@underpunch.com
 Date(s): Feb 14th, 17th, 28th open top service.

B. Reference #2:

Company Name: Brawley Pointe Apartments
 Company Address: 600 S. Washington Av. Mobile, AL 36608
 Telephone: 251-432-1577 Email: same@ASHPANGT.com
 Date(s): Feb 2nd, 19th, 28th open top service

C. Reference #3:

Company Name: Premier Hospice Health and Wellness
Company Address: 1140 Gulf Shores Pkwy, Gulf Shores, AL 36542
Telephone: 251-651-6550 Email: sharonbrown1170@gmail.com
Date(s): Weekly Front Load Service

6. Questions: to be answered by all vendors (regardless of whether intending to claim a preference).

1) Do you operate a place of business within the City of Mobile or the City's police jurisdiction? If so, please describe the nature and location of your business facility here, addressing the factors mentioned above in Bid Instructions for Preferences.

Mobile office is in Theodore, 6225 Angelika Rd, 36582

2) If you do not have a place of business within the City or the City's police jurisdiction, do you operate a place of business within the State of Alabama? If so please describe.

Spanish Ft. Office 31020 Jessie Rd, Spanish Ft. AL 36527

3) Should the City consider your business: woman-owned, a small business, minority-owned, veteran-owned, or disadvantaged-owned? If so, please provide any evidence for why the City should consider your business to be characterized in one or more of these categories. Please submit any current certifications you may have relating to these categories.

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out the name. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Waste Pro of Alabama

(Typed)

BY:

[Signature]

(Signature of Company Officer)

COMPANY OFFICER:

(Typed)

TITLE

Regional Sales Manager

(Typed)

DATE 3-5-2025, 20 25

Sworn to and subscribed before me this March 5 day of 20 25

Mary T. Spillers

Notary Public

exp 4-4-26



END OF SECTION

SUBCONTRACTING & MAJOR SUPPLIER PLAN

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: Archana.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.

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: Archaque.kidd@cityofmobile.org
 251 208 7967
 205 Government Street, 4th Floor

FORM 1: Background and Plan**Section I. Information about your company**

Company	Waste Pro of Alabama		
Address	6225 Rangeline Rd Theodore, AL 36582		
Telephone	(205) 267-8860		
E-Mail	twhite@wasteprousa.com		
RFP/RFQ Solicitation Number	SC-020-25		
Project Description	Service Contract - Various Locations - Dumpster Service		
Is your company a DBE company?	Yes ☐	No ☒	
Work force demographics	Male <u>90%</u> Female <u>10%</u> Minority <u>47%</u> Non-minority <u>53%</u> SDVO _____		
For Waste Pro Mobile	Total #of Employees <u>30</u>		

Subcontractor/Major Supplier Plan submitted by:Printed Name Todd WhiteSignature Todd White Date _____Title Coastal Region Sales Manager

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

Name Todd White Title Coastal Region Sales ManagerEmail twhite@wasteprousa.com Phone (205) 267-8860

Page 2 of 5

Subcontractor/Supplier Plan



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
 Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder Waste Pro of Alabama
 Contact Person Todd White Phone (205) 267-8860 Email twhite@wasteprousa.com

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

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

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

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

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

Section 2(B)
 X There are 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. _____

Page 5 of 5
Subcontractor/Supplier Plan

Further detail, Section 2(c): Given the scope of work for this contract, which includes the provision of frontload and open top containers and disposal services for these containers, subcontractors and external vendors will not be utilized. Waste Pro has the necessary container in our existing inventory, and we will complete all work related to this contract without the need for external labor.

Signature: *Todd White*

Email: twhite@wasteprousa.com



Alabama Secretary of State



Waste Pro USA, Inc.	
Entity ID Number	000-941-224
Entity Type	Foreign Corporation
Principal Address	2102 W SR 434 STE 315 LONGWOOD, FL 32779
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Florida
Formation Date	10/31/1986
Qualify Date	02/25/2009
Registered Agent Name	CT CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST STE 605 MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Transactions	
Transaction Date	11/01/2011
Agent Mailing Address Changed From	* Added
Transaction Date	11/01/2011
Registered Agent Changed From	CORPORATE CREATIONS NETWORK INC 6 OFFICE PARK CIR #100 MOUNTAIN BROOK, AL 35223
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/25/2009 Certificate of Formation 2 pgs.

Waste Pro USA, Inc.	
Document Date / Type / Pages	11/01/2011 Registered Agent Change 2 pgs.

[Browse Results](#)

[New Search](#)



Company ID Number: 32855

Client Company ID Number: 788343

Approved by:

Employer Waste Pro USA, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
E-Verify Employer Agent ADP, Inc.	
Name (Please Type or Print) Joyce Embley	Title
Signature Electronically Signed	Date 06/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/17/2014



Company ID Number: 32855

Client Company ID Number: 788343

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Waste Pro USA, Inc.
Company Facility Address	2101 W SR 434 Suite 315 Longwood, FL 32779
Company Alternate Address	
County or Parish	SEMINOLE
Employer Identification Number	592733978
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	98 site(s)



Company ID Number: 32855

Client Company ID Number: 788343

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

AL	2
AR	2
FL	51
GA	6
LA	7
MS	23
NC	4
SC	1
TN	2



Company ID Number: 32855

Client Company ID Number: 788343

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

Name Shannon Early
Phone Number 4079372666
Fax
Email searly@wasteprousa.com

Name Judi Craigo
Phone Number 4079372635
Fax
Email jcraigo@wasteprousa.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2025

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 MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323 CN105058554-*GAWUP-24-26	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: XL Insurance America, Inc. INSURER C: ACE Property & Casualty Insurance Company INSURER D: XL Specialty Insurance Company INSURER E: N/A INSURER F:
INSURED Waste Pro USA, Inc. and its subsidiaries 2101 W State Road 434 Longwood, FL 32779	NAIC # 22322 24554 20699 37885 N/A

COVERAGES**CERTIFICATE NUMBER:**

ATL-005986884-02

REVISION NUMBER: 7

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	RGE3002577	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SIR \$ 500,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	X	X	RAE943788407 'SIR: \$1,000,000'	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			XOOG71761885006	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B 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	X N/A	RWD300138007 (AOS) RWE943549707 (FL, GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2024 11/22/2024	11/22/2025 11/22/2025	☒ 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

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

RE; PROJECT NAME: SERVICE CONTRACT - VARIOUS LOCATIONS - DUMPSTER SERVICE PROJECT NUMBER: SC-020-25

CITY OF MOBILE IS/ARE INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS' COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY OVER ANY EXISTING INSURANCE AND LIMITED TO LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED SUBJECT TO POLICY TERMS AND CONDITIONS. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MOBILE
ATTN: BUILDING SERVICES DEPT.
GOVERNMENT PLAZA
205 GOVERNMENT ST.
MOBILE, AL 36608

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

Marsh USA LLC

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's

designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A.** The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B.** The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C.** Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D.** The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E.** Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F.** The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training, and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G.** The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H.** Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- I.** The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

- J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment, and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and Owner shall be entitled to reimbursement from the Service Contractor.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. **CHANGES IN THE WORK:**

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. **SCHEDULE:**

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence, and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.
- B. SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
- 1) Payments shall be made monthly upon completion of the specified work.
 - 2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values as listed in the Agreement.

7. SAFETY:

- A.** The Service Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B.** The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
- 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.
- C.** The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D.** If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

- E.** The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F.** In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

- A.** The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.
- B.** The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

 - 1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the

work is performed.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

a) Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
b) Property Damage	\$1,000,000 each occurrence
c) Or Bodily Injury	\$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employee's exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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
c) Or Bodily Injury and	\$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) \$2,000,000 combined single limit of liability for each occurrence for bodily injury and/or property damage.

- C.** Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D.** Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E.** The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F.** The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A.** The Contract shall be governed by the law of the State of Alabama.
- B.** The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C.** No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D.** Duties and obligations imposed by the Contract Documents and rights and remedies

available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

- E.** No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F.** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G.** Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.
- H.** On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I.** Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J.** The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K.** All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A.** The Owner may terminate the Contract for cause if the Service Contractor

 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

- B.** When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C.** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D.** In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



Addendum No. 1

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Dumpster Service

Project #SC-020-25

Date: February 13, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated February 5, 2025. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Item 1. The Pre-Bid Conference Attendance Roster, dated February 12, 2025, and agenda are attached and form part of Addendum No. 1.

END OF ADDENDUM NO. 1



Addendum No. 2

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Dumpster Services

Project #SC-020-25

Date: February 25, 2024

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated February 5, 2025. Acknowledge the receipt of Addendum No. 1, and this Addendum No. 2, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

REQUEST FOR INFORMATION (RFI):

Clarification:

Instruction to Bidders. In Paragraph 4B. of the *Instruction to Bidders*, the document states, “Bid Bond shall be written on the form included in the Project Manual.” The required Bid Bond form is attached to this Addendum.

END OF ADDENDUM NO. 2



Addendum No. 3

To: Service Contract Providers

From: Chad Holm, Project Manager
City of Mobile Building Services Department

Re: Service Contract – Various Locations – Dumpster Services

Project #SC-020-25

Date: February 26, 2025

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated February 5, 2025. Acknowledge the receipt of Addendum No. 1, Addendum No. 2, and this Addendum No. 3, and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

Clarification:

Bid Date Postponement. Due to the late provision of the Bond Form in Addendum 2, dated February 24, 2025, the Bid receipt and opening date will be postponed. This postponement is in the best interest of the City and all perspective bidders. The new Bid Date is as follows:

Sealed formal Proposals of a stipulated sum (fixed price) will be received and clocked in until **2:00 P.M., Wednesday, March 5, 2025**, in the Office of the City Clerk, 9th Floor, South Tower, Government Plaza, 205 Government St., Mobile, Alabama, 36602.

Bids packages that have already been submitted and received by the Office of the City Clerk will be held, unopened by the Office of the City Clerk, until the new Bid Date. If bidders wish to withdraw previous bids, they may be picked up in person from the Office of the City Clerk.

All Bids not clocked in at the Office of the City Clerk prior to the new date and time specified, or Bids received after the specified time, will be automatically rejected and returned immediately, unopened. The same will be publicly opened and read at **2:30 PM** in the Atrium of Government Plaza

— END OF ADDENDUM NO. 3 —



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Sheila Gurganus

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution
2. Temporary Site Lease

REVIEWERS:

Lana Gauthier
Lana Gauthier

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Temporary Site License between New Cingular Wireless, PCS, LLC and the City of Mobile for the purpose of installing a cell facility in the City of Mobile, Alabama Cruise Terminal, and to perform all acts necessary as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

City Clerk

TEMPORARY SITE LEASE

LESSOR: City of Mobile
201 South Water Street
Mobile, AL 36602

LESSEE: New Cingular Wireless PCS, LLC,
a Delaware limited liability company

TERM: January 1, 2025, to September 30, 2025, or when
permanent Tower is operational, and COW is removed

MONTHLY LEASE FEE: \$2550.00 per month

COMMENCEMENT DATE: Upon installation of the Lessee's Equipment

LICENSED SITE: 201 Water Street
Mobile, AL 36602
(as described in Exhibit "A" attached and described below)

1. Lease of Site. During the Term hereof, Lessor hereby leases a certain portion of Lessor's property ("**Property**") a 30' x 30' lease area with access on parcel 17-04-20-0-000-022.111 at the Leased Site in Mobile County, Alabama and grants to Lessee the right to install, operate and maintain at Lessee's expense and risk, temporary cellular telephone transmitting and receiving equipment and antennas, including an antenna pole or mast, transmission lines, cables or conduits, support equipment and accessories, guy wires and anchors, and such other equipment necessary and appropriate for Lessee's use ("**Equipment**") on the Leased Site. Lessee shall at all times have the unrestricted right to enter or leave the Leased Site with full and complete access to its Equipment on a twenty-four (24) hour, seven (7) day a week basis. At its discretion, Lessee may take at its expense measures and precautions necessary to protect and render the Equipment inaccessible to unauthorized persons. Lessor agrees it will not give unauthorized persons access to the Equipment.

2. Term. The term of this Lease shall be from January 1, 2025, to September 30, 2025 (the Term). Once a permanent site location is operational, and the COW is removed, the lease will be terminated.

3. Lease Fee. Within sixty (60) days of the Commencement Date of the Initial Term or any Extension Term, Lessee shall pay Lessor the Lease Fee for such Term.

4. Removal of Equipment and Site Condition. Except as set forth herein, Lessee takes the Licensed Site as it finds it and Lessor shall have no responsibility for its conditions or damage suffered by Lessee or any other person due to such condition. Unless otherwise mutually agreed

by the parties, Lessee shall remove all of the Equipment prior to the end of the Term and shall leave the Leased Site in substantially the same condition that existed as of the date of this Lease, ordinary wear and tear and occurrences for which Lessee is not responsible hereunder excepted.

5. Indemnity. Lessee agrees to indemnify, defend and hold harmless, the Lessor, its elected officials, officers, agents, and employees from all costs, liabilities, and claims, direct and indirect, for damages of any kind (including interest and attorneys' fees) arising in any way out of this Lease Agreement and/or the activities of Lessee, its principals, directors, agents, servants and employees in the performance of this Lease Agreement, for which the Lessor is alleged to be liable. In the event that the Lessor, 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, Lessee hereby agrees to pay all of Lessor's costs of defense, including but not limited to all attorney's 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 of immunity or statutory damages cap otherwise available to Lessee or Lessor, and these defenses and matters may be raised on the Lessor's behalf in any action or proceeding arising from this Agreement.

6. Operation of Equipment. Lessee will install, operate, and maintain its Equipment in accordance with applicable laws and regulations so as not to cause interference (as that term is defined in the rules and regulations of the Federal Communications Commission), with any other radio or television transmitting or receiving equipment whether or not such equipment is located on the Licensed Site. In the event that Lessee's Equipment causes interference with other radio or television transmissions, Lessee will promptly take all reasonable steps necessary to correct and eliminate the same. If Lessee is unable to eliminate the interference within a reasonable period of time, Lessee agrees to remove the Equipment from the Leased Site and this License shall be terminated.

7. Assignment. Lessee shall not have the right to assign this Lease to any present or future affiliate of Lessee without securing the consent of Lessor.

8. Electrical Service/Telephone Service. Lessee agrees, at Lessee's sole cost and expense, to pay for the electric service and fees needed for the operation of Lessee's equipment. Lessor agrees to grant the electric utility company any commercially reasonable permission, including a commercially reasonable temporary easement, for the electric line and meter installation, should the electric utility company require written permission or temporary easement.

9. Damage to Leased Site. If the Leased Site or any portion thereof is damaged for any reason so as to render the Leased Site unusable for Lessee's intended purpose, the Lease Fee shall abate for such period as the Leased Site is unusable. In addition, Lessee may, at its option, elect to terminate this Lease.

10. Notices. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

To Lessor: City of Mobile
c/o Sheila Gurganus
201 South Water Street
Mobile, AL 36602

To Lessee: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Cell Site Name: HOLIDAY INN RELO COW (AL)
Fixed Asset No: USID 328510
1025 Lennox Park Blvd NE. 3rd Floor
Atlanta, GA 30324

With the required copy of legal notice sent to Lessee at the address above: New

Cingular Wireless PCS, LLC
Attn: AT&T Legal Department
Cell Site Name: HOLIDAY INN RELO COW (AL)
Fixed Asset No: USID 328510
208 S. Akard Street
Dallas, Texas, 75202-4206

11. Waiver. Failure or delay on the part of Lessor or the Lessee to exercise any right, power, or privilege hereunder shall not operate as a waiver thereof.

12. Prior Negotiations. This Lease constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

13. Amendment. No revision of this contract shall be valid unless made in writing and signed by duly authorized officers or representatives of Lessor and Lessee.

14. Lessor's Representations. Lessor represents and warrants that it owns or otherwise controls the Leased Site during the Term of this Lease and that Lessor has full authority to execute and deliver this License.

15. Governing Law. Lessee hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the State law of Alabama and of the United States while performing its obligations under the terms of this Agreement

16. Breach. In the event Lessee materially breaches this Lease Agreement, the Lessor, at its option, may pursue any and all remedies available at law or equity, including but not limited to ordering the removal or suspending the use of all of Lessee's equipment or portions thereof, or taking such other and additional action authorized by law.

17. Miscellaneous. Notwithstanding any provision of this License to the contrary, this License may be canceled by the Lessor at any time due to force majeure, Acts of God, threats to public safety or to the unavailability of essential goods or services or due to other causes beyond the control of Lessor (hereinafter "Force Majeure"). If the License Fee has been paid as of the date of cancellation, the Lessor will return no later than 30 days

IN WITNESS WHEREOF, the parties have executed this License as of the latter of the signature dates below.

LESSOR:

CITY OF MOBILE, A Municipal Corporation

By: _____
Name: William S. Stimpson
Title: Mayor
Date: _____

ATTEST:

City Clerk Date:

LESSEE:

New Cingular Wireless PCS, LLC

By: **AT&T Mobility Corporation**

Its: Manager

Bryan Coleman

Digitally signed by Bryan Coleman
Date: 2025.03.21 12:39:54 -05'00'

Name: Bryan Coleman
Title: Associate Director
Date: 3/21/2025
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

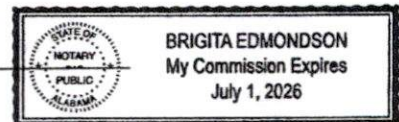
I, the undersigned Notary Public, in and for said County in said State, hereby certify that **Bryan Coleman**, whose name as **Associate Director of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC**, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company as such officer on the day the same bears date.

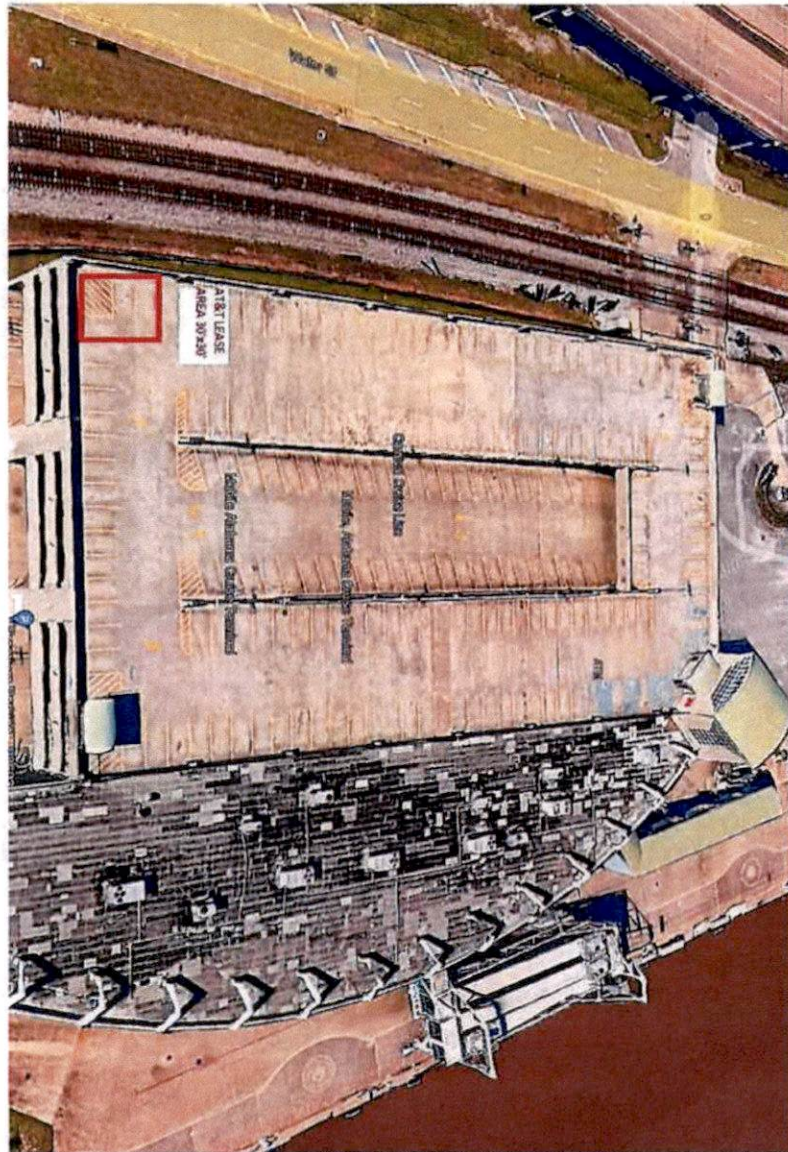
Given under my hand this the 21st day of March, 2025.

(SEAL)

Notary Public

State of Alabama At-Large
My Commission Expires:







CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Ricardo Woods, City Attorney

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Authorize Settlement Agreement and Release of Claims; Burgess

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution.Settlement Barry Burgess

REVIEWERS:

Lana Gauthier

Lana Gauthier

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Barry Burgess, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution to correct resolution_DeLass

REVIEWERS:

Lana Gauthier

Lana Gauthier

21-631

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, the Mobile City Council adopted Resolution 21-571 on April 15, 2025, authorizing a contract with Jordan DeLass to provide racquet stringer services for the Parks and Recreation Department; and,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution 21-571 be corrected to show that the correct amount of the contract is \$80,000.00.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Richard Meadows is re-appointed to the Electrical Examiners Board
effective immediately for a term ending April 29, 2027.

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.

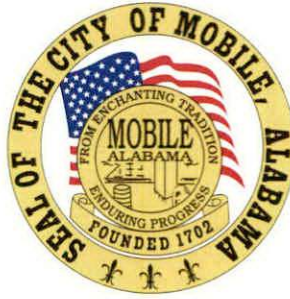
Type of application: Lounge Retail Liquor Class I License

Submitted by: DMS Entertainment Group, LLC

Location: Alabama Music Box
659 Conti Street
Mobile, AL 36602

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 G. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/10/2025	NEW APPLICATION	2025 - 5723	131363	2	April 29, 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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DMS ENTERTAINMENT GROUP LLC

Trade Name (DBA)

ALABAMA MUSIC BOX

Location Address

659 CONTI STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS

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

CITY CLERK

LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
04/10/2025	NEW APPLICATION	2025 - 5723	131363	2	April 29, 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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DMS ENTERTAINMENT GROUP LLC

Trade Name (DBA)

ALABAMA MUSIC BOX

Location Address

659 CONTI STREET

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date



MOBILE POLICE DEPARTMENT



PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: 
Captain Matthew James
Commander, Special Investigation Section

Date: April 15, 2025

Re: Alcoholic Beverage License Application No. 5723
DMS ENTERTAINMENT GROUP LLC
D/B/A: ALABAMA MUSIC BOX
659 CONTI STREET
Mobile, AL 36602
David Mathews, owner
Miranda Pixley, owner
Scott Beelman, owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation into the above business. Our records show no discrepancies in the information furnished by the applicant.

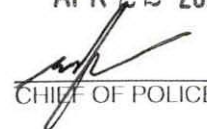
This is a new application for a business that will be named DMS ENTERTAINMENT GROUP LLC. DMS ENTERTAINMENT GROUP LLC will be conducting business at ALABAMA MUSIC BOX located on 659 CONTI STREET. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing. The applicant does have a prior criminal history although it predates 2011.

It is my recommendation that the application be:

☒ APPROVED

☐ DENIED

☐ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

APR 22 2025

CHIEF OF POLICE



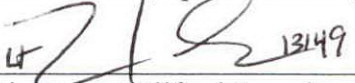
PAUL O. PRINE
CHIEF OF POLICE

MOBILE POLICE DEPARTMENT



2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: Captain Matthew James
Commander, Special Investigation Section

From:  13149
Lieutenant Tilford Saunders
Commander, Narcotics and Vice Unit

Date: April 15, 2025

Re: Alcoholic Beverage License Application No. 5723
DMS ENTERTAINMENT GROUP LLC
D/B/A: ALABAMA MUSIC BOX
659 CONTI STREET
Mobile, AL 36602
David Mathews, owner
Miranda Pixley, owner
Scott Beelman, owner

I have reviewed the attached application submitted to me by CRO April Dunklin. Our records show no discrepancies in the information furnished by the applicants.

This is a new application for a business that will be named DMS ENTERTAINMENT GROUP LLC. The City of Mobile Revenue Department advised no taxes need to be paid and their business license is currently being applied for. Since this is a new application, the Underage Drinking Coordinator of the Mobile Police Department has advised the location has not had a compliance check; therefore, the location is currently in good standing. Based on the aforementioned facts, I find no legal reason to deny this application.

**BUILD MOBILE
PLANNING AND ZONING DEPARTMENT**

MEMORANDUM

To: Lana Pafenbach-Gauthier

From: Logan Anderson *Logan Anderson*
Principal Planner

Date: April 14, 2025

Re: Application # 5723 / 659 Conti St.

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned T-5.1. This is to advise that a lounge with retail liquor sales and an occupant load greater than 100 persons is permitted with Special Exception approval by the Board of Zoning Adjustment. The site received Special Exception approval by the Board of Zoning Adjustment at its February 3, 2025, meeting to allow a lounge with retail liquor sales and an occupant load of 240 people in a T-5.1 zoning district (see case #BOA-SE-003189-2025).

The site is located within the Downtown Development District, which exempts T-5.1 from parking requirements.

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

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

MOBILE CITY COUNCIL VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5723 DATE 4/29/2025

APPLICANT DMS ENTERTAINMENT GROUP LLC

LOCATION 659 CONTI 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
04/10/2025	NEW APPLICATION	2025 - 5723	131363	2	April 29, 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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DMS ENTERTAINMENT GROUP LLC

Trade Name (DBA)

ALABAMA MUSIC BOX

Location Address

659 CONTI STREET

City, State, Zip Code

MOBILE AL 36602

Contact Person Information				
Name	Title	POA	Phone	Email
DAVID K MATHEWS JR	MEMBER	NO		ALABAMAMUSICBOX@ME.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 05/08/2025

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 04/10/2025	Application Type NEW APPLICATION	Application Number 2025 - 5723	License Account # 131363	Council District 2	Council Agenda Date April 29, 2025
License Type Applied for with Alabama ABC Board 010 - LOUNGE RETAIL LIQUOR CLASS I			2nd License Type Applied for with Alabama ABC Board		
Business Information					
Legal Business Name DMS ENTERTAINMENT GROUP LLC			Trade Name (DBA) ALABAMA MUSIC BOX		
Business Structure Type LLC - LIMITED LIABILITY COMPANY		Incorporation Date 08/20/2024	SOS Entity ID 001-150-625	State AL	County BALDWIN
Federal Tax ID (FEIN) 99-4542581	Alabama State Sales Tax ID		Business Phone Number		
Physical Address (Street Address, Suite #) 659 CONTI STREET		City MOBILE	State AL	Zip Code 36602	
Mailing Address (Street Address, Suite #, PO Box) PO BOX 352		City MOBILE	State AL	Zip Code 36602	
Primary Business Activity at the Location Explain (other) LOUNGE/BAR		If Location Transfer, Previous Street Address and Zip Code N/A			
Contact Person Information					
Name DAVID K MATHEWS JR	Title MEMBER	POA NO	Phone	Email ALABAMAMUSICBOX@ME.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 MOBILE LAND & REALTY CO LLC			Property Owner Phone Number		Property Owner Email
Property Owner Mailing Address (Street Address, Suite #, PO Box) 659 CONTI STREET			City MOBILE	State AL	Zip Code 36602
Bldg Square Footage 3,168	Bldg Seating Capacity 100	Restroom Facilities YES	Patio Area NO	Structure Type SINGLE STRUCTURE	License Covers ENTIRE STRUCTURE
Do the premises have a fully equipped/operational kitchen? YES 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

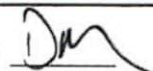


City of Mobile Alcoholic Beverage License Application

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)		
MATHEWS JR, DAVID KEITH		MEMBER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
NO					
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
NO					
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)		
PIXLEY, MIRANDA FAITH		MEMBER			
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code	
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number		
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?					
	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition	
YES	DUI	MOBILE COUNTY SHERIFF	02/05/2022	DISMISSED	
Do you have any existing State of Alabama ABC license(s) with any entity in your name?					
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)		
NO					
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

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)	
BEELMAN, SCOTT MICHAEL		MEMBER		
Home Address (Street Address, Apt/Unit #)		City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	
Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?				
NO	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
Do you have any existing State of Alabama ABC license(s) with any entity in your name?				
NO	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Full Name (Last, First, Middle)		Title	Driver's License (State, Number)	
N/A				
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?				
	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?				
	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	
Additional State of Alabama ABC License(s) not yet listed on Application				
Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)	

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

DM

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.

DM

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.

DM

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.

DM

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.

DM

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.

DM

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.

DM

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

David M. Muenz

Owner/Applicant/POA Signature

[Signature]

Date of Application Signature

APRIL 10, 2025

Title of Person Signing this Application

OWNER

Sworn to and subscribed before me this 10th day of April 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:

DMS ENTERTAINMENT GROUP LLC

dba

ALABAMA MUSIC BOX

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

010 - LOUNGE RETAIL LIQUOR CLASS I

for the premises located at

659 CONTI STREET

, Mobile, Alabama.

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

April 29, 2025

for application number **2025 - 5723**

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

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative



NOTICE!

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)

010 - LOUNGE RETAIL LIQUOR CLASS I

Legal Business Name

DMS ENTERTAINMENT GROUP LLC

Trade Name (DBA)

ALABAMA MUSIC BOX

Location Address

659 CONTI STREET

Zip Code

36602

Application Number

2025 - 5723

Notice Post Date @ Location

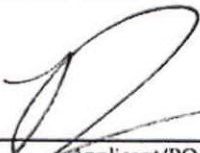
04/10/2025

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

April 29, 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

April 10, 2025



ALABAMA MUSIC BOX

659 CONTI STREET

MOBILE, AL 36602 USA

ACCOUNT NUMBER: 131363 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>
2028134	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	\$50.00	\$0.0	\$0.00	\$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

\$50.00*

***Additional penalties may apply when payment is rendered**

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

<http://mobileselfservice.tylertech.com>

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

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

04/10/2025 11:33AM MARCELYN
045857-0002

BUSINESS LICENSE

DMS ENTERTAINMENT GRP LLC DBA AL MUSIC B
131363

2025 Item: 2028134

ALCOHOL APPLICATION

FEE

Principal	\$50.00
Interest	\$0.00

\$50.00

Subtotal	\$50.00
TP CC FEE	\$2.50
Total	\$52.50

REVENUE CC \$52.50

Visa *****7974

Ref=14066aca-19ce-4b39-a950-a50dd7dfae98

Auth=411587

Change due \$0.00

Paid by: MATTHEWS/DAVID



Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

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: 20250331104833766

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I State: \$300.00 County: \$300.00
Type License: State: County:
Trade Name: **ALABAMA MUSIC BOX** Filing Fee: \$50.00
Applicant: **DMS ENTERTAINMENT GROUP LLC** Transfer Fee:
Location Address: 659 CONTI ST MOBILE, AL 36602
Mailing Address: P O BOX 352 MOBILE, AL 36602
County: MOBILE Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-150-625
Do you sell Draft Beer?:
Date Incorporated: 08/20/2024 State incorporated: AL County Incorporated: BALDWIN
Date of Authority: 08/20/2024
Federal Tax ID: 99-4542581 Alabama State Sales Tax ID: R012403651

Name:	Title:	Date and Place of Birth:	Residence Address:
DAVID KEITH MATHEWS JR	MEMBER		
SCOTT MICHAEL BEELMAN	MEMBER		
MIRANDA FAITH PIXLEY	MEMBER		

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: MIRANDA PIXLEY
Business Phone:
Fax:

Home Phone:
Cell Phone:
E-mail: MIRANDA@AAVERIFY.COM

PREVIOUS LICENSE INFORMATION:

Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250331104833766



If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: MOBILE LAND AND REALTY CO LLC 251-234-9786
What is lessors primary business? PROPERTY RENTAL
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? 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: 3168 Display Square Footage:
Building seating capacity: 100 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
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:
DAVID MATHEWS	04/12/2011 CRIMINAL MISCHIEF	MOBILE COUNTY SHERIFF	DISMISSED
DAVID MATHEWS	09/25/2010 PUBLIC INTOXICATION	MOBILE COUNTY SHERIFF	DISMISSED
DAVID MATHEWS	12/28/2012 PUBLIC INTOXICATION OBSTRUCTING GOVERNMENT OPERATIONS	MOBILE COUNTY SHERIFF	GUILTY



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250331104833766

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: Ending Date:

Special terms and conditions for special event/special retail:

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

What is the applicant(s) primary source of funding?: OWNER FINANCING

Additional Violations:

Name: MIRANDA PIXLEY | Violation & Date: DUI

02-05-2022

Arresting Agency: MOBILE COUNTY SHERIFF | Disposition: DISMISSED



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20250331104833766

Initial each

☒ MP

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

☒ MP

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

☒ MP

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.

☒ XX

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.

☒ MP

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.

☒ MP

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.

☒ MP

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

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

forementioned 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.

☒ MP

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.

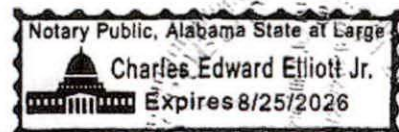
Applicant Name (print): Miranda Pixley

Signature of Applicant: [Signature]

Notary Name (print): Charles Edward Elliott, Jr.

Notary Signature: [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:

List of Current Members

The following individuals are the only members of: DMS Entertainment Group LLC

NAME: Miranda Pixley

TITLE: Member

NAME: Scott Beelman

TITLE: Member

NAME: David Mathews

TITLE: Member

NAME: _____

TITLE: _____

NAME: _____

TITLE: _____

Miranda Pixley
PRINTED NAME OF MEMBER

[Signature]
SIGNATURE OF MEMBER

3.17.25
DATE

NAME AFFIDAVIT

Before me, the undersigned authority, this day personally appeared David Keith Mathews Jr
("Affiant") who being by me first duly sworn, affirmed as follows:

Affiant is one and the same person as: David Keith Mathews

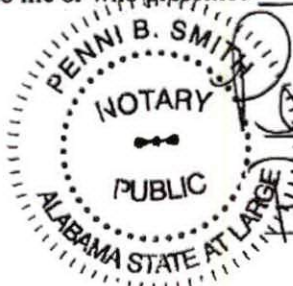

(SIGNATURE)
DAVID MATHIEWS JR
(PRINT NAME OF AFFIANT)

STATE OF Alabama
COUNTY OF Mobile

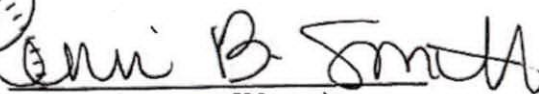
(Printed name of Notary)

Sworn to and subscribed before me this 19th day of March, 2025, by _____,
who was personally known to me or who presented _____ as
identification.

Commission No.
Commission Expiration:
8/16/26



(Signature of Notary)


Penni B. Smith

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

DAVID KEITH MATHEWS, JR.

Date: 02-11-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

DAVID KEITH MATHEWS, JR.

Search Completed Result

02-11-2025 E2025042000000422135

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2025042000000422135

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE
DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME	FBI UCN	DATE REQUESTED
MATHEWS, DAVID KEITH JR	---	2025/02/11

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
M	W		601	190	BRO	BLU

BIRTH PLACE
ALABAMA

PATTERN CLASS	CITIZENSHIP
LS LS LS LS LS LS AU LS LS LS	UNITED STATES

1-ARRESTED OR RECEIVED 2010/09/25 SID- AL04066249
AGENCY-AL STATE BUREAU MONTGOMERY (ALAST0045)
AGENCY CASE-

FINGERPRINT INFORMATION
BSI/2000134944239
PRINT DATE/2010/09/25

CHARGE 1-4199LIQUOR-PUBLIC INTOXICATION

2-ARRESTED OR RECEIVED 2011/04/12 SID- AL04066249
AGENCY-SHERIFF'S OFFICE MOBILE (AL0020000)
AGENCY CASE-

FINGERPRINT INFORMATION
BSI/2000134945393
PRINT DATE/2011/04/12

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2025042000000422135

TCN WVFBIJMOZ-20250211193217-EDO-0000-77446

THE ENCLOSED RECORD, DATED 2025/02/11, WITH THE FBI UCN 69190KD2 AND
NGI CONTROL NUMBER (NCN) E2025042000000422135 IS BEING PROVIDED AS THE
RESULT OF CIVIL RETURN IDENT TEN-PRINT SUBMISSION.
THE TENPRINT BIOGRAPHICS AS SUBMITTED IN THE ORIGINAL TRANSACTION ARE:
NAME: MATHEWS, DAVID KEITH JR

DATA RELATED TO THIS RECORD WAS REQUESTED FROM THE FOLLOWING:

GEORGIA - STATE ID/GA4029075J
FBI - FBI/69190KD2

SINCE THIS RESPONSE CONTAINS NATIONAL FINGERPRINT FILE (NFF) AND/OR III
PARTICIPANT STATE(S) REGULATED DATA, THE RESPONSE MAY NOT BE COMPLETE.
HOWEVER THE FBI MAINTAINED DATA FROM THE NON-RESPONDING III PARTICIPANT
STATE(S) IS INCLUDED IN THE RESPONSE.

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306



U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MIRANDS PIXLEY
200 W BARATARA DR
CHICKASAW, AL 36611

Date: 01-16-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MIRANDS PIXLEY

Search Completed Result

01-16-2025 E2025016000000377215

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

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Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2025016000000377215

BECAUSE ADDITIONS OR DELETIONS MAY BE MADE AT ANY TIME, A NEW COPY
SHOULD BE REQUESTED WHEN NEEDED FOR SUBSEQUENT USE.

- FBI IDENTIFICATION RECORD -

WHEN EXPLANATION OF A CHARGE OR DISPOSITION IS NEEDED, COMMUNICATE
DIRECTLY WITH THE AGENCY THAT FURNISHED THE DATA TO THE FBI.

NAME
PIXLEY, MIRANDA

FBI UCN
476210NC4

DATE REQUESTED
2025/01/16

SEX	RACE	BIRTH DATE	HEIGHT	WEIGHT	EYES	HAIR
F	W		501	115	BLU	BLK

BIRTH PLACE
FLORIDA

PATTERN CLASS
LS LS LS LS LS LS AU LS LS LS

CITIZENSHIP
UNITED STATES

1-ARRESTED OR RECEIVED 2006/10/05 SID- AL02041427
AGENCY-SHERIFF'S OFFICE MOBILE (AL0020000)
AGENCY CASE-0060018854

FINGERPRINT INFORMATION
BSI/2000119411480
PRINT DATE/2006/10/05

CHARGE 1-4199LIQUOR-PUBLIC INTOX
CHARGE 2-1399ASSLT-ASSAULT 2ND

END OF PART 1 - PART 2 TO FOLLOW

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2025016000000377215

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306

MOBILE MUNICIPAL COURT - JUDGES ORDER

JUDGESORDER *\$IncCitation%JUDGesorder%P6174566%01%*		Municipal Clerk - KP	
DEFENDANT: PIXLEY, MIRANDA FAITH		DOB _____ RACE: WHITE SEX: FEMALE AGE @ TIME OF OFFENSE: 35	
DOCKET NO: U021000348 CITATION NO: P6174566		OFFENSE: DUI LIQUOR/ DRUNK IN POSSESSION ORIGINAL OFFENSE: DUI LIQUOR/ DRUNK IN POSSESSION STATUTE: 32-5A-191(a)(2) ☐ AMEND TO:	
CURRENT: STATUS HEARING/REVIEW 7/06/2023 8:00 AM COURTROOM B ALT 1: DEFERRED DISPOSITION 7/06/2023 8:00 AM ALT 2: 0:00 AM		DATE OF VIOLATION: 2/05/2022 PD CASE NO: 2220200515 OFFICER: KNOX, JEREMY	
FINE: 0.00		ATTORNEY: DOMINGO SOTO PRO SE: ☐	
COST/FEES: 387.00		BONDSMAN:	
PAID: 387.00		BOND POSTED: 0.00	
RESTITUTION DUE: 0.00		PLEA: NOT GUILTY PLEA DATE: 2/08/2022	
TOTAL DUE: 0.00		CONVICTION DATE:	
COMPLAINANT: JEREMY KNOX WITNESSES:			
☐ AD GU ☐ PLED GU ☐ PLED NG ☐ ADJ NG		☐ YOUTHFUL OFFENDER ☐ GRANTED ☐ DENIED	
☐ RESTITUTION \$		☐ STIPULATED TO A PRIMA FACIE CASE	
☐ FINE \$ ☐ COST ☐ FEES		☐ DELAYED PROSECUTION ☐ MONTH(S) ☐ YEAR(S)	
☐ \$200 INITIAL PAYMENT ☐ \$50.00 PER MONTH		☐ TO BE PAID IN FULL WITHIN 90 DAYS	
☐ REMIT ☐ COST ☐ FINES ☐ FEES		☐ TRAFFIC SCHOOL ☐ GUN CLASS	
☐ CASE DISMISSED ☐ WITH COST ☐ CLOSE CASE		☐ DAYS JAIL ☐ SUSP ☐ TO SERVE ☐ DAYS CTS	
☒ CASE NOLLE PROSSED ☐ WITH COST		☐ CRO EVALUATION ☐ PROBATION COMPLETE/CLOSE	
☐ DISCHARGE NO SWORN COMPLAINT		☐ PROBATION CRO ☐ MONTHS ☐ YEARS	
☐ CSERVICE HOURS ☐ HLWOC HOURS		☐ PROBATION CITY ☐ MONTHS ☐ REVOKED	
☐ DELINQUENCY		☐ INFORMAL PROBATION MONTH(S)	
☐ ADMINISTRATIVE ☐ 30 DAYS ☐ 60 DAYS ☐ 90 DAYS		☐ ITP ☐ END ☐ BATT INTERVENT ☐ ANGER MGT ☐ THEFT	
☐ SET/RESET FOR TRIAL		☐ NO CONTACT ORDER ☐ DNR	
☐ SET/RESET ARRAIGNMENT		☐ DUI SCHOOL ☐ VIP ☐ INTERLOCK ORDERED	
☐ RESET FOR HEARING/DISPO		☐ ALIAS/CAPIAS \$ ☐ NO ADD ON ☐ WDA	
☐ SET FOR ADJUDICATION/REVOCATION		☐ CONCURRENT W/ ☐ CONSECUTIVE TO:	
☐ APPEAL \$ ☐ CASH BOND ☐ SURETY ☐ OB		☐ \$ ☐ CASH BOND OR DAYS TO SERVE ☐ SURETY ☐ OB	

DATE: 7/06/2023

JUDGE'S SIGNATURE:

Stelton Hall

COMMENTS/NOTES:

CITY'S MOTION TO NOLLE PROSSE GRANTED
CRO IN COURT AND STATES DEFENDANT HAS COMPLETED ALL REQUIREMENTS

THIS IS TO CERTIFY THAT THIS IS A
TRUE COPY OF THE OFFICIAL COURT
RECORD ON FILE IN THIS OFFICE OF
THE MUNICIPAL COURT OF THE CITY
OF MOBILE, ALABAMA.

Courtney Davis 7/31/23



U.S. Department of Justice

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

SCOTT BEELMAN

Date: 02-12-2025

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

SCOTT BEELMAN

Search Completed Result

02-12-2025 E2025043000000238463

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth:

Social Security number:

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Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

DMS Entertainment Group, LLC

2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

3. The name of the registered agent (only one agent): David Mathews

Street (no PO Boxes) address of registered office (must be located in Alabama):

6251 Van Buren St Daphne, AL 36526

*COUNTY of above address: BALDWIN

Mailing address in Alabama of registered office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-150-625	DLL
Date	08/20/2024
Time	14:45:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

- ☐ Series LLC complying with Title 10A, Chapter 5A, Article 11
- ☐ Professional LLC complying with Title 10A, Chapter 5A, Article 8
- ☐ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 8 / 20 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 2 : 44 ☐ AM or ☒ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

8 / 20 / 2024
Date (MM/DD/YYYY)

Aubrey Dungan

Signature as required by 10A-5A-2.04

Attorney-in-Fact

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

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

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

DMS Entertainment Group, LLC

This name reservation is for the exclusive use of Aubrey Dungan, PO Box 530,
Mobile, AL 36601 for a period of one year beginning August 20, 2024 and
expiring August 20, 2025



RES173291

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

August 20, 2024

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', written over a horizontal line.

Wes Allen

Secretary of State

Wes Allen
Secretary of State

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

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that DMS Entertainment Group,
LLC was formed in Alabama on August 20, 2024. The Alabama Entity
Identification number for this entity is 001-150-625. I further certify that the
records do not disclose that said entity has been dissolved, cancelled or terminated.

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.



10/02/2024

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

20241002000003668

Wes Allen

Secretary of State

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

001932.606723.226530.19220 1 MB 0.622 920

|||||

DMS ENTERTAINMENT GROUP LLC
% AUBREY P DUNGAN MBR
6251 VAN BUREN ST
DAPHNE AL 36526

Date of this notice: 08-23-2024

Employer Identification Number:
99-4542581

Form: SS-4

Number of this notice: CP 575 C

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-4542581. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941
Form 1065
Form 940

01/31/2025
03/15/2025
01/31/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding of the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



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

Approximately 3,100 square feet of office space, 659 Conti Street Mobile, AL 36602

Ownership Type

Company Name

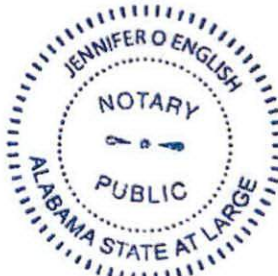
The above described property is ☐ Owned ☒ Leased to/by **DMS Entertainment Group LLC**

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

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

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

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

Notary Printed Name Jennifer O. English	Notary Signature <i>Jennifer O. English</i>	My (Notary) Commission Expires May 3, 2025
Notary Stamp 	Owner of Property (Print Name) Mobile Land & Realty Company LLC	Applicant Name (Print Name) Scott Beelman
	Owner of Property (Signature) <i>[Signature]</i>	Applicant Name (Signature) <i>[Signature]</i>
	Street Address 659 Conti Street	Street Address 659 Conti Street
	City, State, Zip Mobile AL 36602	City, State, Zip Mobile AL 36602
	Date Agreement Signed _____	Date Agreement Signed _____



JENNIFER O. ENGLISH
My Commission Expires
May 3, 2025

Revision Date 10.23.2023

| Application Property Ownership

Mobile County Property Search

Key Number: 758683 For Year 2024

Property Details

Account

Key Number: 758683

Legal Description: BEG SE COR WASHINGTON AVE & CONTI ST TH ELY 90 FT TH SLY 40 FT TH WLY 90 FT TH NLY 40 FT TO POB BEING PT #SEC 40 T4S R1W #MP29 06 40 0 010

Parcel Number: 2906400010201XXX

Type: Real

Property Class: 2

Location

Address: 659 CONTI ST MOBILE, AL 36602

Owner

Name: MOBILE LAND & REALTY CO LLC

Mailing Address: 107 GILBERT ST

MOBILE , AL 36604-1361

Exemptions: For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value: \$91,400

Land Value: \$38,100

Appraised Value: \$129,500

Taxable Value: \$129,500

Assessed Value: \$25,900

VALUES DISPLAYED ARE 2024 VALUES.

STATE OF ALABAMA
COUNTY OF MOBILE

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this the 20 day of September, 2024, by and between MOBILE LAND & REALTY CO LLC of 659 Conti Street Mobile, AL 36602, hereafter called "Lessor" and TENANT DMS Entertainment Group LLC, of 8007 Fig St. New Orleans, La. 70125, hereafter called "Lessee". The Agent for Lessor is CRE MOBILE, INC., hereafter called "Agent".

WITNESSETH: That the Lessor does hereby demise and let unto the Lessee the following described real property in Mobile County, Alabama, to-wit, together with improvements thereon, hereafter called the "Premises":

659 Conti Street Mobile, AL 36602

- 1. DESCRIPTION** Approximately 3,100 square feet of office space, 659 Conti Street Mobile, AL 36602.
- 2. TERM** for use and occupancy by the Lessee as an Entertainment Venue for and during the term of SIXTY Five(65) MONTHS, which shall begin September 1, 2024. Lessee may take occupancy of the Premises on October 1, 2024.

IN CONSIDERATION WHEREOF, the Lessee promises and agrees to pay the Lessor, or Agent, at the Office of Agent, as fixed minimum rent for said Premises for the whole term hereunder, the sum of TWO HUNDRED EIGHTEEN THOUSAND, NINTY SIX AND 42/100 (\$218,096.42) Dollars, which said sum is payable in the amount and manner, and for the rental period, hereinafter set forth:

Months 1 (10/1/24 – 2/31/2025) Free Rent Period.

Year 1 (3/1/25 - 2/31/26) \$41,850/annum, \$3,487.5/month

Year 2 (3/1/26 - 2/31/27) \$42,105.50/annum, \$3,508.79/month

Year 3 (3/1/27 - 2/31/28) \$43,398.66/annum, \$3,616.55/month

Year 4 (3/1/28 - 2/31/29) \$44,700.62/annum, \$3,725.05/month

Year 5 (3/1/29 - 2/31/30) \$46,041.64/annum, \$3,836.80/month

LESSEE AGREES TO MAKE THESE PAYMENTS ON THE 1ST DAY OF THE MONTH TO MOBILE LAND & REALTY CO LLC of 659 Conti Street Mobile, AL 36602 OR A PLACE THAT LESSOR SPECIFIES.

TENANT TO ACCEPT THE SPACE IN ITS 'AS IS' CONDITION.

44. TIME

Time is and shall be the essence of this lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed these presents in triplicate by affixing hereunto their respective hands and seals on the day and date first above set forth.

WITNESS

Antwan Hogue
Antwan Hogue (Oct 7, 2024 23:39 CDT)

MOBILE LAND & REALTY CO LLC
LESSOR

BY: Antwan Hogue

AS ITS: Owner/Partner

Jay Taylor

WITNESS

Scott Beelman
Scott Beelman (Oct 2, 2024 14:32 PDT)

DMS Entertainment Group LLC
LESSEE

BY: Scott Beelman

AS ITS: Owner/Partner

Personal Guarantee

BY: *Scott Beelman*
Scott Beelman (Oct 2, 2024 14:32 PDT)

BY: *[Signature]*
David Mathews (Oct 2, 2024 19:23 CDT)

BY: *[Signature]*
Miranda P. Hogue (Oct 2, 2024 16:00 CDT)

LESSOR'S ADDRESS:
MOBILE LAND & REALTY CO LLC

ATTN: _____
659 Conti Street
Mobile, AL 36602

LESSEE'S ADDRESS:
DMS Entertainment Group LLC

ATTN: Scott Beelman



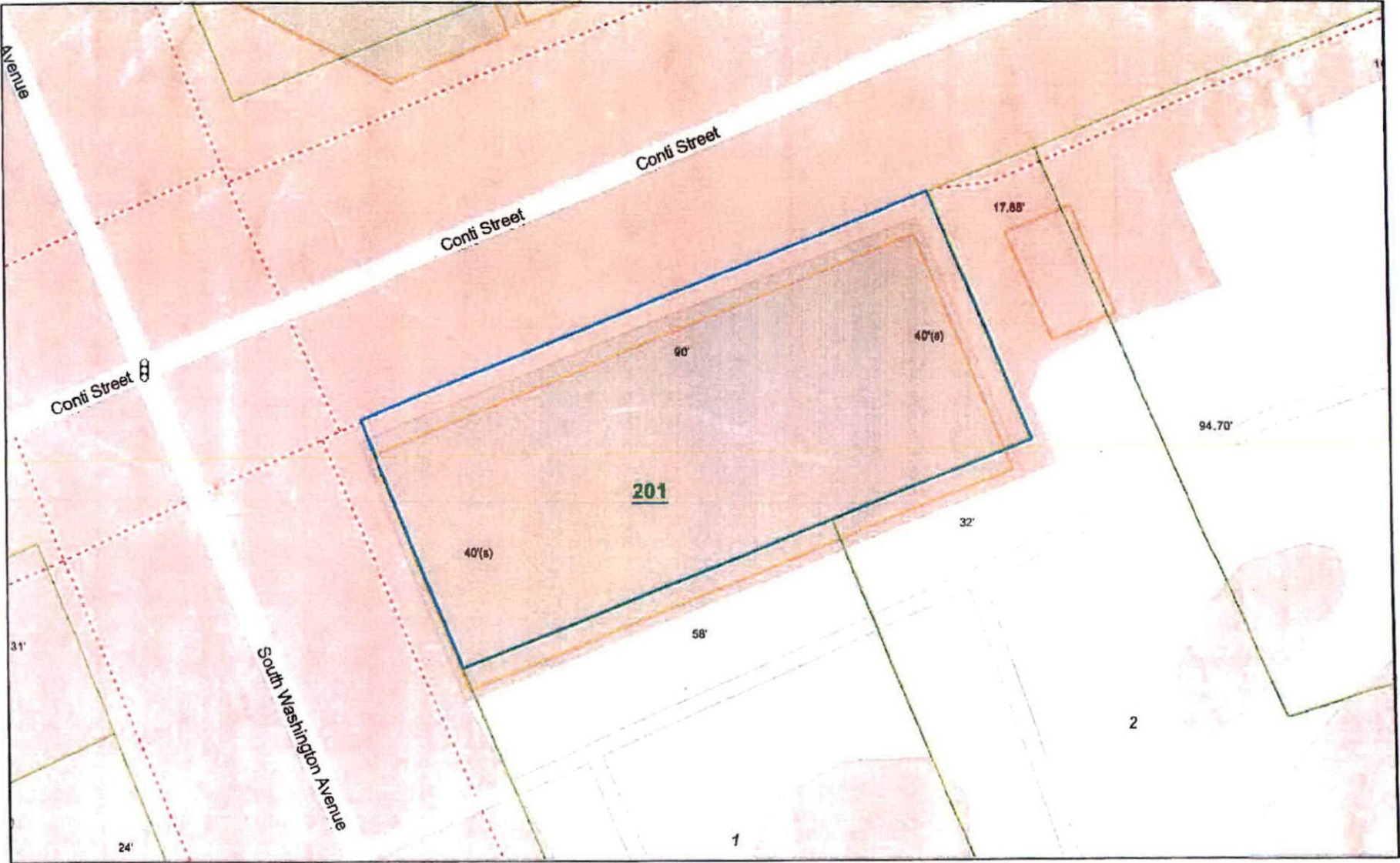
CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

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

Business Structure ☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation		Application Type ☒ New Business ☐ New Owner ☐ Location Change		Transfer - License? ☒ No ☐ Yes Relocation Date		Description/Type ☐ Convenience/Grocery Store ☐ Hotel ☒ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other	
License Type Applied for with AL ABC Board [MUST match with ABC Board] - check ALL that apply ☒ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor ☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises) ☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine ☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub							
Legal Business Name DMS Entertainment Group LLC				Trade Name (DBA) Alabama Music Box			
Company Physical Address (Street Address, Suite #) 659 Conti St				City Mobile	State AL	Zip Code 36602	
Business Contact Person Information							
Name Miranda Pixley		Title Owner		Phone (580) 450-1828		Email miranda@naverify.com	
URBAN DEVELOPMENT DEPARTMENT USE ONLY							
Building Sq Footage 3,168	Parking Provided N/A	Parking Required N/A	Compliance ☒		Zoning T5.1	Approved ☒	
Comments WITHIN DDD - NO ON-SITE PARKING REQUIRED							
Print Name CALVIN C. WHISTLER		Signature Calvin C. Whistler				Date 4-11-2025	

Mobile County Interactive Tax Map



4/4/2025, 8:54:31 AM

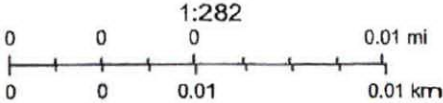
- Subdivision Boundary

Parcels

Footprints
- Sections

Parcel Number

Parcel Dimension
- Lot Number



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri
Community Maps contributors, Map layer by Esri

Mobile County Revenue Commission, BIS Consulting -
Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

[illegible]

Bar w/seating

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 **1416 OLD SHELL ROAD** 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. 1, 2, 3, 4, 5, 6, 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 **1416 OLD SHELL ROAD** described as:

**COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO
BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH
SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S
R1W #MP29 07 25 0 006**

Parcel Number: 29 07 25 0 006 019

Last Assessed to: OLIVER ROBERT SR C/O IRENE CANNON

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

April 15, 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, April 29, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1416 OLD SHELL ROAD.** OWNED BY OR MAY HAVE AN INTEREST: **OLIVER ROBERT SR C/O IRENE CANNON** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 07 25 0 006 019

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DESCRIPTION: COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S R1W #MP29 07 25 0 006

GJ/md



City of Mobile
Blight Survey -Re-Check

Report Date - _____

Property Address

1416 Old Shell Road

Property Details

Parcel Key	810457	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	11-08-24	Comments	

Property Score

Score		Score Description	DEMO
-------	--	-------------------	------

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis

Date: 02/26/2025

Property Address: 1416 Old Shell Road

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.















APR 15 2025

Affidavit of Mailed Notice



April 15, 2025

State of Alabama
County of Mobile

Subject Property – 1416 Old Shell Road.

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.

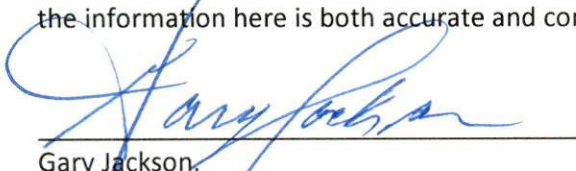
I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 3 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet 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,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement



Robert Oliver, Sr.
1416 Old Shell Road
Mobile, AL 36604-2244

March 10, 2025

RE: **1416 Old Shell Road**
Project Number: ME-158-24

Dear Robert Oliver, Sr.:

On February 26, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1416 Old Shell Road.

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

**COMG NE COR OLD SHELL RD & LAFAYETTE ST TH ELY 51 FT- S TO
BEG TH CONT ELY 51 FT- S- TH NLY 129 FT-S- TH WLY 50 FT-S- TH
SLY 129 FT-S- TO POB BEING PT GRT SEC 25 T4S R1W #SEC 25 T4S
R1W #MP29 07 25 0 006**

Parcel Number: 29 07 25 0 006 019

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 **April 24, 2025**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **April 24, 2025**, provide the Code Official with a work plan to accomplish the repairs by **April 24, 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 **April 24, 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 **April 29, 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: 1416 Old Shell Rd

Date: January 28, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 6, 2025

Per the Title Report, the owner is: Vera Mae Murphy and Ollie Mae Bridges

Notes: Vera Mae Murphy also Vera Mae Oliver is deceased, but I could not locate obit or date of death. Based on her date of birth, per 1950 Census she would be 115 years old in 2025. LexisNexis did not have any death information nor any relative information. Per 1950 census, Ollie M. Bridges is the daughter of Vera and the wife of Izaih Bridges. Ollie Bridges is 94 years old. Ollie has the same address as Irene and Luquen Cannon. Per the title report, Mr. Case did not find any conveyances from the present owners, nor any estates or heirship affidavits in their names. I contact the Revenue Commission and was informed they do not have any documents showing why the assessment changed ownership in 2002, 2003 and 2004. There were no tax liens at that time. Left messages for Irene Cannon at 251-648-7335 on 1/29/2025 and Luquen Cannon at 251-656-2793 on 1/29/2025.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|--|
| 1 | Robert Oliver, Sr.
1416 Old Shell Rd
Mobile AL 36604-2244 | Owner – LexisNexis address good 2023 –
Subject/location address |
| 2 | Ollie Mae Bridges
Irene Rodgers Cannon
Luquen Edward Cannon
1907 Via Immaculata
Mobile AL 36605-3246 | Irene paid property taxes in 2017, 2018 and 2021 –
Luquen (husband of Irene) paid property taxes
2015, 2022 and 2023. Irene is listed as the in care
of address on Revenue Commissioners website
from 2020 to 2025. Phone numbers are 251-656-
2793, 251-648-7335 and 334-300-5912 good 2024
Ollie is the owner according to the title report. |
| 3 | Luquen Charles Cannon
6223 Donham Ct 20
Mobile AL 36618-3151 | Son of Irene and Luquen Cannon – Listed due to
Irene's and Luquen's age over 70 years old. |

**TAX STATUS: 2024 TAXES ARE DELINQUENT AND DUE
BY MAY 2025 OR WILL BE IN THE TAX LIEN SALE**

Parties with recorded liens per Title Report:

Weed Lien – City of Mobile vs Robert Oliver, Sr, adopted 6/22/2021, recorded 8/5/2021,
instrument number 2021050867.

Open Mortgages - NONE

Lis Pendens - NONE

RESOLUTION

Sponsored by: *Councilmember Cory Penn, District 1*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$500.00** be transferred from the District 12 General Fund, Discretionary Account DSC-01, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation to assist with the Cinco de Mayo Celebration for the Therapeutic Recreation Center on May 5, 2025.

Adopted:

City Clerk

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 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Robert Hope Community Center to assist with upcoming Culture Fest on July 25, 2025.

Adopted:

City Clerk

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 **\$1,000.00** be transferred from the District 2 General Fund, Discretionary Account 02, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember C. J. Small, District 3*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred from the District 3 General Fund, Discretionary Account 03, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Ben Reynolds, District 4*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred from the District 4 General Fund, Discretionary Account 04, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Joel Daves, District 5*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred from the District 5 General Fund, Discretionary Account 05, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

RESOLUTION

Sponsored by: *Councilmember Gina Gregory, District 7*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred from the District 7 General Fund, Discretionary Account 07, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

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

Sponsored by: Councilmember Josh Woods

WHEREAS, *Councilmember Woods wishes to appropriate \$1,250.00 to **Quilts of Valor Stars Over Mobile***, from the *District 6 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Quilts of Valor Stars Over Mobile***, 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 ***Quilts of Valor Stars Over Mobile***, will be used to *assist with rehabilitation of veterans*.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation of ***\$1,250.00 to Quilts of Valor Stars Over Mobile***, 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

09-658

2025

RESOLUTION

Sponsored by: *Councilmember Josh Woods, District 6*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of **\$1,000.00** be transferred from the District 6 General Fund, Discretionary Account 06, from General Fund Account 10041020-42080 to the Mobile Parks & Recreation-Heroes Park to assist with upcoming events and projects.

Adopted:

City Clerk

**Petition Affirming the Board of Directors of the Medical Clinic Board of the City of
Mobile, Alabama-Spring Hill**

April 29, 2025

WHEREAS, the Medical Clinic Board of the City of Mobile, Alabama-Spring Hill (the “MCB”) is a domestic public corporation duly organized and existing under the laws of the State of Alabama in accordance with Ala. Code § 11-58-1 *et seq.* (the “Enabling Law”);

WHEREAS, pursuant to the Enabling Law, the board members of the MCB (the “Board”) shall be elected by the governing body of the MCB’s municipality and they shall hold staggered terms of six years; and

WHEREAS, the MCB desires for the City Council of the City of Mobile (the “City Council”) to affirm and appoint the following members to the Board in accordance with the Enabling Law.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, as follows:

1. That Robert Ball McGinley, Jr. shall be appointed to, and assume all authority, rights, and obligations in connection with his role on, the Board to serve the remainder of Bill Hood’s term, which shall end on June 29, 2029.
2. That Dr. Louis C. Wilson (“Dr. Wilson”) shall be appointed to, and assume all authority, rights, and obligations in connection with his role on, the Board to serve the remainder of his term until June 29, 2030. The City Council hereby affirms that Dr. Wilson’s current term on the Board began on June 30, 2024, and the City Council ratifies and affirms all actions taken by Dr. Wilson, as his capacity as a member of the Board, from such date.
3. That Barbara Hory shall be appointed to, and assume all authority, rights, and obligations in connection with her role on, the Board from the expiration of her current term on June 29, 2025 and until the expiration of her next term on June 29, 2031.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Graybar Electric Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Graybar Electric Co Inc for 62 Stresscrete K124 Paragon
LED decorative street light luminaires for Traffic Engineering.
CIP TIF award light/poles purchases and General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$169,800.02

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>23239</u>	2025	(2060) TRAFFIC ENGINEERING	62 STRESSCRETE K124 PARAGON LED DECORATIVE STREET LIGHT LUMINAIRES FOR TRAFFIC ENGINEERING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$169,800.02	(75199) <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 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 1
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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 D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 0248589863 AND THE OMNIA PARTNERS MASTER AGREEMENT EV2370 STRESSCRETE LTD K124R-B2AR-III100(SSL)-120:277-40KW RS Vendor Item	43.00 EACH	2738.71000	117764.53
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1	2000.80.00.0000.0000.0000.0000.44020. E C0333 .OPERSUPPLS.			117764.53
---	---	--	--	-----------

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	STRESSCRETE LTD K124R-B2AR-III100(SSL)-120:277-40KW RS Vendor Item	19.00 EACH	2738.71000	52035.49
-----	---	---------------	------------	----------

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released	Page 2
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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 D Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
1 1000.40.20.3005.2060.3005.0000.0000.44020.			52035.49

Ship To
 ELECTRICAL
 854 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

[Requisition Link](#)

Requisition Total	169800.02
-------------------	-----------

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

Account	Amount	Remaining Budget
E C0333 .OPERSUPPLS.	117764.53	58.42

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	52035.49	787081.08
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		
2000.80.00.0000.0000.0000.0000.44020.	117764.53	787081.08
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00023239-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Released
--	---

Page 3

Vendor
 GRAYBAR ELECTRIC CO INC
 4359 HALLS MILL RD

Ship To
 ELECTRICAL
 854 GAYLE STREET

MOBILE, AL 36691

MOBILE, AL 36604
 DLOVE@CITYOFMOBILE.ORG

Tel#251-706-5605
 Fax 251-666-6293

Delivery Reference
 D

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/18/25	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	04/21/25	ADAM SPENCE	Auto approved by: 91054000	
Approved	04/21/25	JENNIFER WHITE		
Approved	04/22/25	BRENDA RHODES		
Approved	04/22/25	TIFFANY HOLLINS	Auto approved by: 910511034	
Approved	04/22/25	RELYA MALLORY	Auto approved by: 910511034	
Queued	04/22/25	DONALD ROSE	Auto approved by: 910511034	
Queued	04/22/25	SANDRA LEWIS	Auto approved by: 910511034	
Queued	04/22/25	STEVEN KRONINGER	Auto approved by: 910511034	
Queued	04/22/25	SAMANTHA COOLEY	Auto approved by: 910511034	
Queued	04/22/25	CLAUDE BUERGER IV	Auto approved by: 910511034	
Queued	04/22/25	ANNE FOLEY	Auto approved by: 910511034	
Queued	04/22/25	JOHN PAINE	Auto approved by: 910511034	

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[®]
PARTNERS

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

[BECOME A MEMBER](#)



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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 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

Contract# 5350



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 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 Master Services Agreement with Sawgrass Consulting, LLC. for engineering services.

Amount of Contract:

\$420,000.00

Funding Source

C0994

ATTACHMENTS:

1. 2025-3005-04 Master Services Agreement (Sawgrass Consulting, LLC) 4.24.25

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Master Services Agreement COM Project: 2025-3005-04

PROJECT #: C0994 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Engineering and construction inspections services.

CONTRACT AMOUNT: \$420,000.00

VENDOR NAME: Sawgrass Consulting, LLC

VENDOR NUMBER: 293775

DEPT #: 3005 DEPT NAME: Engineer

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Jessica White Date: 4/23/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Cory Penn, William Carrol, C.J. Small, Ben Reynolds, Joel Daves,
Josh Woods, 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, a contract, by and between the City of Mobile and the
company **Sawgrass Consulting, LLC**, for work as outlined in the contract attached hereto, regarding
2025 Capital Improvement Plan (CIP) City-Wide Street Assessment, and made a part hereof as set forth
in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Sawgrass Consulting, LLC
Project Name: Master Services Agreement (D1-7)
COM Project # 2025-3005-04
Cost: \$420,000.00

Adopted:

City Clerk

MASTER SERVICES AGREEMENT
Between THE CITY OF MOBILE, ALABAMA and
SAWGRASS CONSULTING, LLC

This Master Services Agreement (“Agreement”) is made and entered into by and between the **City of Mobile, Alabama**, a municipal corporation organized and existing under the laws of the State of Alabama (“City”), and **Sawgrass Consulting, LLC**, an Alabama limited liability company (“Engineer”), and is effective as of the date it is fully executed by all necessary parties (the “Effective Date”).

This Agreement sets forth the terms and conditions under which Engineer shall perform professional engineering services for the City of Mobile related to the 2025 Capital Improvement Plan (CIP) City-Wide Street Assessment and associated infrastructure projects. The City and Engineer may enter into one or more Task Orders under this Agreement in accordance with the provisions set forth herein.

1. SCOPE OF SERVICES

This Agreement governs the performance of professional engineering services by Engineer in support of the **2025 Capital Improvement Plan (CIP) City-Wide Street Assessment**, as assigned by the City’s Engineering Department under Task Orders. The City of Mobile Engineering Department project number for this engagement is **2025-3005-04**.

The Engineer’s scope of services under this Agreement may include, but is not limited to, the following:

1. Cost estimates for street resurfacing
2. Cost estimates for repairs to street infrastructure
3. Preparation of site-specific repair plans and typical sections
4. Development of a five-year resurfacing program
5. On-call services for assessment of streets and City-owned infrastructure
6. Survey services as needed to support assessments
7. On-call engineering and construction inspections for City-led drainage projects

The specific services to be provided under this Agreement (“**Services**” and “**Deliverables**”) shall be authorized in writing through **individual Task Orders**, each of which shall substantially follow the format attached as **Attachment A** and shall be incorporated by reference upon execution. Services shall be performed for the benefit of, and under the direction of, the City’s Engineering Department.

1.1 Non-Exclusivity

This Agreement is **not exclusive**, and nothing herein shall be construed to prevent the City from engaging other consultants or service providers for similar or related services. The City

makes no guarantee or commitment regarding the number or value of Task Orders to be issued under this Agreement.

1.2 No Authorization Without Task Order and Notice to Proceed

Notwithstanding any other provision of this Agreement, the Engineer shall not commence any Services unless and until a Task Order has been fully executed by both parties and the City has issued a written Notice to Proceed for such Task Order. The City shall not be responsible for payment of any Services performed prior to the issuance of the applicable Notice to Proceed.

2. TASK ORDER PROCESS

2.1 Proposal Submission: Upon the City's request, the Engineer shall submit a Task Order proposal identifying the specific project ("**Project**"), a description of the proposed **Services** and **Deliverables**, a not-to-exceed amount for compensation ("**Compensation**"), and a proposed schedule for performance ("**Project Schedule**").

2.2 Execution of Task Order: Each Task Order shall be subject to the mutual written agreement of the parties and shall become effective as of the date specified in the Task Order. No Services shall be performed until the Task Order is fully executed by both parties.

2.3 Amendments to Task Orders: Any modifications to a Task Order, including changes to scope, schedule, or Compensation, shall be made only by a written amendment executed by both parties in accordance with **Section 7 (Change Orders)**.

2.4 Rate Basis and Limits: Each Task Order shall include a not-to-exceed amount and shall reference the applicable rates contained in **Attachment C – Hourly Rate Schedule**.

2.5 Notice to Proceed: Upon approval and execution of a Task Order, the City shall issue a written **Notice to Proceed**, after which the Engineer shall commence work within ten (10) calendar days unless otherwise specified.

3. INVOICING AND PAYMENT

3.1 Compensation Method: The City shall compensate the Engineer on a **time and materials basis** for Services performed under this Agreement, in accordance with the rate schedule provided in **Attachment C**, and subject to any not-to-exceed limits set forth in individual Task Orders.

3.2 Invoicing Requirements: The Engineer shall submit itemized invoices for each Task Order. Each invoice shall identify the specific Services and Deliverables completed, the dates of performance, and any approved reimbursable expenses. Reimbursable expenses shall be supported by appropriate backup documentation, including but not limited to receipts, mileage logs, or other substantiating records, as applicable. Invoices submitted without the required documentation may be rejected or subject to delay in processing.

3.3 Payment Terms: The City shall pay all undisputed portions of properly submitted invoices within **thirty (30) business days** of receipt. The City shall notify the Engineer in writing of any disputed amounts and the basis for such dispute.

3.4 Aggregate Not-to-Exceed Amount: The total compensation payable to the Engineer for all Services performed under this Agreement, including all subcontractor or subconsultant costs, shall not exceed **Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00)** without a written amendment approved by the City.

3.5 Task Order Limits: Each Task Order shall include its own not-to-exceed amount, which shall be tracked separately from the overall Agreement cap, and shall be consistent with the rates set forth in Attachment C.

3.6 Audit and Records Retention

The Engineer shall maintain complete and accurate records of all costs and charges incurred under this Agreement, including but not limited to timesheets, expense records, invoices, and subconsultant agreements, for a period of at least **three (3) years** after final payment under this Agreement or any applicable Task Order.

The City, its internal or external auditors, and any applicable funding agencies shall have the right to **inspect, audit, and copy such records** upon reasonable notice during normal business hours. This right of audit shall survive expiration or termination of this Agreement.

4. PERIOD OF PERFORMANCE

4.1 Term of Agreement: This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of **three (3) years**, unless earlier terminated in accordance with this Agreement.

4.2 Task Order Periods: The period of performance for each Task Order shall be as stated in the applicable Task Order. The City may issue Task Orders at any time during the term of this Agreement.

4.3 Survival of Task Orders: In the event of expiration or termination of this Agreement, any Task Order then in effect shall remain valid and enforceable until completion of the Services described therein, unless otherwise agreed in writing by the parties. In such event, the terms and conditions of this Agreement shall survive and continue to govern the outstanding Task Order(s).

4.4 Extension of Time: The City may extend the performance period of this Agreement or any Task Order through a written Change Order in the form attached as Attachment B, subject to mutual agreement by the parties. A Change Order may modify the schedule for a specific Task Order or extend the overall term of this Agreement, provided that such extension is expressly stated. Any extension of time is subject to the continued availability of appropriated funds, as set forth in Section 4.5, and shall not affect the City's rights under Section 20 (Termination).

4.5 Availability of Funds

This Agreement and any Task Order issued hereunder are contingent upon the availability of appropriated funds. The City shall have no liability for payment beyond funds legally appropriated and authorized by the City Council or other applicable funding authority. If funding is reduced, withdrawn, or unavailable for any reason, the City may suspend or terminate this Agreement or any Task Order without further obligation or liability, upon written notice to the Engineer.

5. CITY'S RESPONSIBILITIES

5.1 Designated Representative: The City shall designate a representative to act on its behalf with respect to each Task Order. This individual shall have the authority to transmit instructions, receive information, and interpret and define the City's requirements and decisions pertaining to the applicable Services.

5.2 Provision of Information: The City shall provide Engineer with access to all technical data, reports, records, and other information in the City's possession or control that is reasonably necessary for the performance of the Services.

5.3 Coordination and Access: Where applicable and not otherwise provided for in the Task Order, the City shall obtain or arrange for:

- 5.3.1 All required public notices and published advertisements for bids;
- 5.3.2 Access to or acquisition of necessary land, easements, and rights-of-way; and
- 5.3.3 Payment of any costs associated with such notices, access, or property rights.

6. ENGINEER'S RESPONSIBILITIES

6.1 Project Manager: The Engineer shall designate a qualified **Project Manager** who shall serve as the primary point of contact for all Services performed under this Agreement. The Project Manager shall have full authority to act on behalf of the Engineer in all matters relating to this Agreement and any associated Task Orders. The Engineer shall not substitute the Project Manager without the City's prior written approval.

6.2 Independent Contractor: The Engineer shall perform all Services as an **independent contractor** and not as an agent or employee of the City. The Engineer shall be solely responsible for the compensation, benefits, insurance, and taxes, if any, of its employees and agents.

6.3 Standards and Compliance: The Engineer shall perform all Services in accordance with:

- Applicable **federal, state, and local laws** and regulations;
- The **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition**;
- All applicable **City of Mobile ordinances and standards**; and
- **City practices and procedures** relevant to the work being performed.

6.4 Conflict of Interest Representation

The Engineer represents that, to the best of its knowledge, no actual or potential conflict of interest exists with respect to its performance under this Agreement. The Engineer agrees to promptly disclose in writing to the City any actual or potential conflict of interest that may arise during the term of this Agreement, including any personal, professional, or financial relationships that could improperly influence the Engineer's judgment or services. The Engineer further agrees to comply with all applicable provisions of the City of Mobile's ethics policies and ordinances governing conflicts of interest, as may be amended from time to time. A copy of such policies shall be provided to the Engineer upon request.

6.5 Subconsultants and Flow-Down Requirements

The Engineer shall not retain any subconsultant or subcontractor to perform Services under this Agreement without the prior written approval of the City. The Engineer shall ensure that all approved subconsultants are bound by written agreements that require compliance with all applicable terms of this Agreement, including but not limited to insurance, indemnification, public records, and professional standards.

The Engineer shall remain fully responsible for the performance of any subconsultants and shall be liable for any acts or omissions of such parties as if they were their own.

All plans, designs, recommendations, and other deliverables shall conform to these standards unless otherwise approved in writing by the City.

6.6 Site Conditions and Cleanliness Observations

While the Engineer shall not be responsible for construction means, methods, techniques, sequences, or procedures, the Engineer shall, in the course of performing inspections or assessments, promptly notify the City of any observed site conditions that are unsafe, unsanitary, excessively disordered, or in apparent violation of applicable codes or project requirements. The Engineer shall cooperate with the City and the contractor, as appropriate, to support the maintenance of a clean, orderly, and safe work environment. Nothing in this section shall be construed to impose upon the Engineer a duty to inspect for or ensure the safety of construction means and methods, which remains the responsibility of the contractor.

7. CHANGE ORDERS

The City or the Engineer may, from time to time, request modifications or changes to the **Services, Deliverables, Compensation, or Project Schedule** described in a Task Order. To the extent such changes are mutually agreed upon, the affected scope, compensation, and schedule shall be equitably adjusted.

All changes shall be set forth in a written **Change Order**, substantially in the form of **Attachment B**, and signed by both parties. Upon execution, the Change Order shall amend the applicable Task Order and become part of this Agreement by reference.

No change in the Services, Deliverables, schedule, or Compensation shall be effective unless documented in a signed Change Order.

8. FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance under this Agreement if and to the extent such delay or failure is caused by conditions beyond its reasonable control, including but not limited to:

- Acts of God or natural disasters;
- Extraordinary weather events;
- War, terrorism, civil unrest, or riots;
- Strikes, lockouts, or other labor disturbances; or
- Acts or omissions of governmental authorities.

The affected party shall provide prompt written notice to the other party describing the nature of the delay and the expected duration. The time for performance shall be equitably extended for the duration of the event, provided that the affected party continues to make reasonable efforts to resume performance.

9. RIGHTS IN DATA

All right, title, and interest in and to all **reports, drawings, specifications, plans, calculations, designs, models, cost estimates, and other work product** prepared by Engineer and delivered to the City under this Agreement (collectively, “**Work Product**”) shall be and remain the property of the City, whether in printed, digital, or other form.

The City shall have the unrestricted right to use, reproduce, publish, or distribute any Work Product for any City purpose, including future modification or reuse, without further compensation to the Engineer.

The Engineer may retain copies of all Work Product for its records and internal reference.

Notwithstanding the foregoing, Engineer shall retain ownership of any **pre-existing proprietary tools, software, templates, or methodologies** used to prepare the Work Product, provided that such materials do not include or incorporate confidential or proprietary information of the City.

Nothing in this Section shall be interpreted to limit or restrict the City’s rights or obligations under applicable **public records laws**, including but not limited to access, disclosure, and production of records.

9.1 Public Records Compliance

The Engineer acknowledges that the City is subject to the **Alabama Open Records Act** and other applicable laws governing public access to records. To the extent required by law, the Engineer agrees to cooperate fully with the City in responding to any public records request related to this Agreement or any Task Order.

The Engineer shall not assert copyright or confidentiality restrictions that would prevent the City from complying with its public records obligations. Nothing in this Agreement shall be construed to limit the City's responsibility or discretion to determine whether a record is subject to public disclosure.

10. INSURANCE REQUIREMENT

ENGINEER shall procure and maintain, at its sole cost and expense, insurance coverage with insurers authorized to do business in the State of Alabama and rated no less than A- by AM Best, for the duration of this Agreement and any Task Orders issued hereunder.

10.1 Required Coverages ENGINEER shall maintain the following minimum insurance coverage:

A. Commercial General Liability (CGL)

- Minimum Limits: \$1,000,000 per occurrence / \$2,000,000 general aggregate.
- Must include: Bodily Injury, Property Damage, Personal and Advertising Injury, and Products/Completed Operations.
- Must include coverage for liability assumed under this Agreement (Contractual Liability).
- The policy shall not exclude Contractual Liability.

B. Commercial Automobile Liability

- Minimum Limit: \$1,000,000 Combined Single Limit.
- Must apply to all owned, hired, and non-owned vehicles.

C. Workers' Compensation and Employers' Liability

- Statutory limits for Workers' Compensation (as required by Alabama law).
- Employers' Liability: \$1,000,000 per accident / per employee / per policy limit.
- Must include a **Waiver of Subrogation** in favor of the City of Mobile.

D. Professional Liability (Errors and Omissions)

- **Minimum Limit: \$1,000,000 per claim / \$1,000,000 annual aggregate.**
- **Coverage shall apply to negligent acts, errors, or omissions arising out of the performance of professional services under this Agreement.**
- **The policy shall be maintained continuously throughout the term of this Agreement and for a period of at least one (1) year following final completion of all Services.**

10.2 Additional Policy Requirements All required insurance policies shall:

- Name the **City of Mobile** as an **Additional Insured** on the CGL and Auto policies, for both **ongoing and completed operations**.
- Provide coverage that is **Primary and Non-Contributory** to any insurance maintained by the City.

- Include a **Waiver of Subrogation** in favor of the City wherever permissible by law.
- Include an endorsement stating that the **City will receive at least 30 days' prior written notice** of cancellation, non-renewal, or material modification (10 days for non-payment of premium).

10.3 Evidence of Insurance ENGINEER shall provide a valid **Certificate of Insurance (COI)** prior to the commencement of any Services under this Agreement. The COI must expressly confirm:

- Additional Insured status;
- Primary and Non-Contributory coverage;
- Waiver of Subrogation; and
- Inclusion of Contractual Liability coverage.

The COI shall include the applicable endorsement form numbers (e.g., CG 20 10, CG 20 37 for Additional Insured status; CG 24 04 for Waiver of Subrogation), or provide a copy of the endorsements themselves, unless the City agrees in writing that general confirmation is sufficient. The City reserves the right to reject COIs that do not clearly demonstrate compliance with the insurance requirements set forth in this Agreement and may request certified copies of all insurance policies and endorsements at any time.

11. INDEMNITY

The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under §41-9A-3 Code of Alabama (1975), or subsequent codifications thereof.

12. STANDARD OF PERFORMANCE

The **Engineer** shall perform all professional services under this Agreement with the degree of **professional skill, care, diligence, and judgment** ordinarily exercised by qualified members of the same profession, under similar circumstances and in the same geographic region.

The Engineer shall be responsible for the accuracy and completeness of all services, deliverables, designs, reports, drawings, and other documents prepared under this Agreement.

All services shall be performed in a prompt, competent, and professional manner in accordance with:

- Applicable laws and regulations;
- Accepted industry standards;
- The terms of this Agreement; and
- Any reasonable instructions issued by the City pursuant to an authorized Task Order.

The Engineer shall be responsible for the acts or omissions of his employees, agents, subconsultants, and anyone acting under its direction or control.

13. SUSPENSION

The City may, at any time and without cause, suspend performance of the Services or any portion thereof by providing written notice to the Engineer.

Upon receipt of such notice, the Engineer shall immediately suspend the affected work and take all reasonable steps to minimize costs and prevent further performance until instructed to resume.

The City may direct resumption of the Services at any time by providing written notice to the Engineer. Upon receipt, the Engineer shall promptly resume work under the terms of the applicable Task Order.

If the period of suspension exceeds ninety (90) consecutive calendar days, the Engineer may request an equitable adjustment to the affected Task Order schedule or Compensation through a Change Order in accordance with Section 7.

14. - DEFAULT/BREACH.

Default. Default, for purposes of this contract, shall include, but is not limited to, any of the following: 1) failure to perform the work or provide the services in accordance with the terms of the contract, 2) failure to meet established deadlines or schedules, 3) substandard or non-compliant work or services, 4) failure to comply with applicable laws, regulations, or permits, including state and federal law, local ordinances and any federal grant requirements, 5) failure to make payments to subcontractors or suppliers, 6) failure to communicate adequately with the City regarding progress or issues, 7) unauthorized assignment or transfer of the contract without prior written consent from the City, 8) failure to correct deficiencies after receiving written notice from the City, 9) misrepresentation or falsification of information provided in contract proposals or during

performance, 10) failure to maintain required insurance coverage, 11) use of unapproved subcontractors or failure to supervise subcontractors adequately, 12) unauthorized use of City property, equipment, or resources, 13) failure to comply with safety standards, resulting in hazardous conditions or accidents, 14) violation of confidentiality or data protection requirements outlined in the contract, 15) breach of warranties related to the quality, fitness, or compliance of goods or services provided, 16) failure to provide required reports, documentation, or certifications within specified timelines, 17) delays caused by inadequate staffing, equipment, or materials, 18) failure to replace defective or non-compliant materials or equipment within a reasonable time-frame, 19) violation of environmental regulations, including improper disposal of hazardous materials, 20) failure to cooperate with City inspectors, auditors, or other designated officials during site visits or reviews, 21) failing to comply with written directives from the City to correct specific issues or deficiencies, 22) subcontractor abandonment or unauthorized substitution of key personnel, 23) unauthorized cessation of work or delays caused by disputes with subcontractors, 24) breach of intellectual property rights, including unauthorized use of copyrighted or proprietary materials, 25) misuse of funds allocated for specific tasks or deliverables, 26) failure to meet minority, small business, or other subcontracting goals as specified in the contract, 27) failure to maintain adequate security measures for sensitive information or physical assets, 28) failure to address health and safety violations that result in injury or property damage, 29) providing false claims for payments, reimbursements, or change orders, 30) failing to meet requirements for workforce certifications or qualifications outlined in the contract, 31) failure to disclose debarment or loss of required license.

15. EFFECT OF DEFAULT.

Upon the occurrence of default, City shall have rights which include but are not limited to (i) the right to keep this Contract in effect and sue Contractor for all damages caused by the default and recover the cost thereof; (ii) the right to cure any such default by Contractor and to recover any damages caused thereby; and (iii) the right to terminate this Contract either as to the entire Project or part thereof, in either case by giving Contractor written notice of such termination. In the event of termination of this Agreement by City because of Contractor's default or breach, City may take possession of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Project by whatever method and means City may select subject to its obligation to reasonably mitigate.

16. WITHHOLDING PAYMENT DUE.

Default by Contractor shall excuse any obligation of City to pay compensation or sums otherwise due Contractor under the agreement. City may withhold any and all sums due if there has been a default or breach by Contractor of any provision of this agreement.

17. CURE PLAN.

If Contractor fails to comply with any material provision of this agreement, the City may issue a written notice requiring Contractor to submit a corrective action plan (CAP) within such time as

City directs. If Contractor fails to provide an acceptable CAP or does not cure the breach within the time frame specified, the City may invoke additional sanctions or terminate this Agreement.

18. EFFECT OF DEFAULT ON FUTURE COMPETITIVE BIDDING.

Failure by the Contractor to perform in accordance with the terms, conditions, and specifications of this agreement, including but not limited to failure to complete work within the specified time frame, failure to meet quality or safety standards, or abandonment of the project, and any other breach as defined herein, may be considered by City in evaluating the Contractor's status as a 'responsible bidder' as defined under Alabama law in future competitive bid determinations within the parameters of acceptable evaluation.

19. PEER REVIEW/VALUE ENGINEERING.

The City reserves the right to engage independent experts to conduct peer reviews or value engineering analyses of the Project at any stage. Contractor shall cooperate fully by providing necessary documentation and access. If the peer review identifies opportunities for cost savings or performance improvements without compromising safety or quality, Contractor shall implement such recommendations as directed by the City, subject to equitable adjustments if necessary.

20. TERMINATION

20.1 Termination for Convenience

The City may terminate this Agreement, in whole or in part, at any time and for any reason, by providing **thirty (30) days' prior written notice** to the **Engineer**. Upon receipt of such notice, the Engineer shall immediately cease work on the terminated portions of the Services, take all reasonable steps to minimize costs, and deliver to the City all completed or partially completed Work Product and records related to the Services.

The Engineer shall be entitled to payment for all Services **satisfactorily performed** up to the effective date of termination, including authorized reimbursable expenses incurred prior to termination and any unavoidable demobilization costs.

20.2 Termination for Cause

The City may terminate this Agreement immediately upon written notice to the Engineer if the Engineer:

- Fails to perform the Services in accordance with the terms of this Agreement;
- Commits a material breach of this Agreement;
- Engages in fraud, misrepresentation, or gross misconduct; or
- Becomes insolvent or subject to bankruptcy proceedings.

In the event of termination for cause, the City shall pay the Engineer only for Services satisfactorily performed through the effective date of termination, subject to any **offset or withholding** for damages or costs incurred by the City as a result of the Engineer's breach.

20.3 Effect of Termination

Termination of this Agreement shall not affect any Task Order that remains active and in good standing, unless such Task Order is specifically terminated. The City may elect to allow Task Orders to continue in effect subject to the terms of this Agreement.

20.4 Ownership of Materials Upon Termination

Upon termination of this Agreement for any reason, the Engineer shall promptly deliver to the City all work products, documents, data, reports, and materials prepared or partially prepared under this Agreement or any Task Order, whether complete or in draft form.

The City shall have the right to use such materials for any lawful purpose, subject to the rights retained by the Engineer under Section 9 for pre-existing proprietary tools or methodologies. The Engineer shall not condition delivery of such materials on the City's waiver of any claims.

21. NOTICE

Any notice, demand, request, or other communication required or permitted under this Agreement ("Notice") shall be in writing and shall be deemed given and effective:

- Upon **personal delivery** to the recipient;
- Upon confirmed delivery by a **recognized overnight courier service** (e.g., FedEx, UPS); or
- **Three (3) business days** after deposit in the United States Postal Service, sent by **certified mail, return receipt requested**, postage prepaid.

All Notices shall be addressed as follows:

If to the City:

City Engineering Department
City of Mobile
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: John Forrester, P.E.

Copy to:

City of Mobile Legal Department
205 Government Street
P.O. Box 1827
Mobile, Alabama 36633-1827
Attn: City Attorney

If to the Engineer:

Sawgrass Consulting, LLC

30673 Sgt. E.I. "Boots" Thomas Drive
Spanish Fort, AL 36527
Attn: Steven Delahunty, P.E.

Either party may change its Notice address by providing written notice to the other party in accordance with this Section.

Email addresses may be included for courtesy copies; however, email shall not constitute formal Notice unless expressly authorized in writing by both parties for specific communications or Task Orders.

22. SURVIVAL OF CONTRACT TERMINATION

The expiration or termination of this Agreement shall not affect the continuing obligations of either party that by their nature are intended to survive, including but not limited to:

- **Indemnification** (Section 11);
- **Rights in Data / Ownership of Work Product** (Section 9);
- **Insurance Obligations** (to the extent applicable to prior acts);
- **Governing Law, Venue, and Dispute Resolution**; and
- Any other provisions that expressly or by implication survive termination or expiration.

These provisions shall remain in full force and effect notwithstanding the expiration or termination of this Agreement, or any Task Orders issued hereunder.

23. MISCELLANEOUS

23.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to conflict of law principles.

23.2 Assignment

Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that the City may assign this Agreement to a successor governmental entity without Engineer's consent.

23.3 Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

23.4 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, shall confer any rights or remedies upon any person or entity other than the parties and their respective successors and permitted assigns.

23.5 Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding to the same extent as original signatures.

23.6 Amendments and Waivers

This Agreement may be amended or modified only by a written document signed by authorized representatives of both parties. No verbal statements or email correspondence, regardless of content or intent, shall be construed as a valid amendment unless incorporated into a written and signed amendment. Any waiver of a provision must also be in writing and signed by the waiving party. A waiver of one breach shall not be deemed a waiver of any other or subsequent breach.

23.7 Venue and Jurisdiction

The parties agree that any action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in **Mobile County, Alabama**, and each party irrevocably submits to the jurisdiction and venue of such courts.

23.8 Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

23.9 Neutral Construction

This Agreement is the result of joint drafting and negotiation by both parties, each of whom has had the opportunity to review and revise its terms with the assistance of legal counsel. Accordingly, no provision of this Agreement shall be construed against either party solely on the basis that such party drafted it.

23.10 Entire Agreement

This Agreement, together with its Attachments and any executed Task Orders, constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter hereof.

23.11 Compliance with Alabama Immigration Law

Pursuant to Section 31-13-9, Code of Alabama 1975, by signing this Agreement, Engineer affirms that it will not knowingly employ or continue to employ an unauthorized alien and shall comply with applicable immigration laws throughout the term of this Agreement.

23.12 Prohibition on Boycotting

Engineer affirms that it is not currently engaged in, and will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama may legally enjoy open trade.

23.13 Anti-Discrimination

Engineer shall comply with all applicable federal, state, and local anti-discrimination laws, including but not limited to City of Mobile Ordinance No. 14-034. Engineer shall make reasonable

efforts to award at least fifteen percent (15%) of any subcontracted work under this Agreement to socially and economically disadvantaged individuals or business entities.

23.14 Media Releases and Publicity

The Engineer shall not issue any public statements, press releases, marketing materials, or other publicity concerning the existence or subject matter of this Agreement or any Task Order without the prior written consent of the City. This restriction applies to printed, broadcast, and digital content, including social media and online platforms.

23.15 Debarment and Suspension Certification

The Engineer certifies that it is not presently debarred, suspended, or otherwise excluded from participation in any public contract by any federal, state, or local governmental agency. The Engineer shall immediately notify the City if it becomes subject to any such action during the term of this Agreement.

23.16 No Contingent Fees

The Engineer warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and in its sole discretion, to recover the full amount of such fee or commission.

23.17 Cumulative Remedies

All rights and remedies of the City under this Agreement are cumulative and not exclusive of any other rights or remedies available at law or in equity. The exercise of any one right or remedy shall not preclude the exercise of any other right or remedy. No delay or failure to exercise any right or remedy shall operate as a waiver thereof.

23.18 Seal

This Agreement is executed under seal by the Engineer.

24. ATTACHMENTS

The following documents are attached to and incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and any Attachment, the terms of this Agreement shall control unless the conflicting term in the Attachment expressly states that it supersedes this Agreement.

- **Attachment A** – Task Order Template
- **Attachment B** – Change Order Template
- **Attachment C** – Hourly Rate Schedule
- **Attachment D** – Insurance Requirements

The City may amend or replace Attachments with written agreement of the parties without requiring a full amendment to this Agreement.

Order of Precedence

In the event of a conflict or inconsistency between the terms of this Agreement and those contained in any Attachment, proposal, Task Order, or incorporated document, the terms of this Agreement shall control unless a specific provision in the Attachment or Task Order expressly states that it supersedes this Agreement with respect to that particular matter.

SIGNATURES

Sawgrass Consulting, LLC

By: _____

Steve Delahunty, President

Date: _____

CITY OF MOBILE

By: _____

William S. Stimpson, Mayor

Date: _____

ATTEST:

By: _____

Its City Clerk

Print: _____

(Issued under the Master Services Agreement between the City of Mobile and [Engineer Name]) This Task Order (“Task Order”) is entered into by and between the City of Mobile (“City”) and [Engineer Name] (“Engineer”) pursuant to the terms and conditions of the Master Services Agreement between the parties dated _____, 20__ (“Agreement”), which is incorporated herein by reference. This Task Order is effective as of the date it is fully executed by all necessary parties (“Effective Date”).

1. PROJECT INFORMATION

- City Engineering Project No.: [Insert number]
 - Task Order No.: [Insert]
- (Both numbers must be referenced on all invoices.)

2. SCOPE OF SERVICES, DELIVERABLES, AND SCHEDULE

The Services to be performed by Engineer, including the project schedule, deliverables, and milestones, are described in the following documents, which are attached and incorporated herein by reference:

- ☐ Engineer’s proposal dated _____;
- ☐ Scope of Services checklist (if applicable); or
- ☐ Scope of Work described in Section 2.1 below.

2.1 Optional Scope (if not attaching a proposal):

[Insert summary scope directly here if desired]

3. COMPENSATION

- Not-to-Exceed Amount: \$[Insert amount]
- Method of Compensation: ☐ Time & Materials ☐ Lump Sum ☐ Unit Rate
- Reimbursable Expenses: ☐ Included ☐ Excluded ☐ As specified: [Insert]

4. PERIOD OF PERFORMANCE

- Start Date: [Insert]
- Completion Date: [Insert]
- or [Insert number] calendar days from Notice to Proceed.

5. NOTICE TO PROCEED

- ☐ Engineer is authorized to begin Services immediately upon execution of this Task Order.
- ☐ Engineer shall begin work only upon issuance of a written Notice to Proceed from the City.

6. SIGNATURES

Sawgrass Consulting, LLC

CITY OF MOBILE

By: _____
Steve Delahunty, President

By: _____
William S. Stimpson, Mayor

Date: _____

Date: _____

ATTACHMENT C

HOURLY RATE SCHEDULE

(For use under the Master Services Agreement between the City of Mobile and Sawgrass Consulting, LLC)

The attached hourly rates shall apply to all Time and Materials work performed under authorized Task Orders issued pursuant to the Master Services Agreement. Rates include overhead, profit, and all incidental costs not separately reimbursable.

Note: These rates shall remain valid for the initial term of the Agreement. Adjustments, if any, must be approved in writing by the City and documented as an amended Attachment C.



2025 HOURLY RATES

SENIOR PROJECT MANAGER	\$195.00 HOUR
PROFESSIONAL LAND SURVEYOR	\$180.00 HOUR
PROFESSIONAL ENGINEER	\$180.00 HOUR
STAFF ENGINEER	\$110 .00 HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	\$100.00 HOUR
SURVEY MANAGER	\$110.00 HOUR
ONE MAN SURVEY CREW	\$120.00 HOUR
TWO MAN SURVEY CREW	\$150.00 HOUR
THREE MAN SURVEY CREW	\$175.00 HOUR
CADD DESIGNER	\$110.00 HOUR
CADD TECHNICIAN	\$ 95.00 HOUR
ADMINISTRATIVE	\$65.00 HOUR

Client Rep Initials

ATTACHMENT D

INSURANCE REQUIREMENTS – Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/11/2025

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	HRT Insurance Group, LLC 6729-J Spanish Fort Blvd Spanish Fort, AL 36527	CONTACT NAME: Jamie Owens PHONE (A/C, No, Ext): (251)445-8300 FAX (A/C, No): (251)445-8303 E-MAIL: j.owens@hrtinsurancegroup.com ADDRESS:
INSURED	Sawgrass Consulting, LLC 30673 Sgt E.I. Boots Thomas Dr Spanish Fort, AL 36527-7648	INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Insurance Company NAIC # 18988 INSURER B: Auto-Owners NAIC # 18988 INSURER C: Auto-Owners Insurance Company NAIC # 26638 INSURER D: Certain Underwriters at Lloyds Of London NAIC # AA11220 INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00002326-0

REVISION NUMBER: 296

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	38999702	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 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	Y	Y	5199970200	10/26/2024	10/26/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 0	Y	Y	5199970201	10/26/2024	10/26/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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	N/A	A106617560	10/26/2024	10/26/2025	☒ 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
D	Professional Liab.	N	Y	PLC-03664-00	09/04/2024	09/04/2025	Aggregate 2,000,000

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

Project No: 2025-3005-04

City of Mobile is included as Additional Insured to the on all policies (except Workers Compensation and Professional Liability), which coverage shall be Primary and Non-Contributory. Waiver of Subrogation applies in the favor of City of Mobile In respects to the General Liability, Workers Compensation, Professional Liability, and Auto Policies. Thirty (30) Day Notice of cancellation, non-renewal, or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO 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

(JCO)

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CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to various vendors for medical supplies for MFRD. Prices good for eight months, renewable for three additional eight-month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20250218 Medical Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Medical Supplies

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to various vendors for medical supplies for MFRD. Prices good for eight months, renewable for three additional eight-month periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

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: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5932

How many bidders received bid packages (if applicable): 29 + web

How many bidders submitted bids (if applicable): 9

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 accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5932</u>	Equipment Medical	173	See bid tabulation	Eight months, renewable for up to three additional eight- month periods.	<u>Various. See bid tabulation.</u>

Adopted:

City Clerk

VENDOR NUMBER:			25406			46577			131653			NOT A VENDOR			295482			281106			292189			279918			294398		
VENDOR NAME:			BOUNDTREE			DIXIE EMS SUPPLY			HENRY SCHEIN			HORIZON MEDICAL PRODUCTS			LIFE-ASSIST			MEDICAL SUPPLIES DEPOT			NASHVILLE MEDICAL & EMS			TAYLOR HEALTHCARE			ZOLL		
LINE #	ITEM	DESCRIPTION	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES	UOM	PRICE	NOTES
1	2078	EYE WASH, 4 OZ., US 3020	EACH	2.59	BT#1450-07006 eye wash solution 4oz 48ea/cs	EACH	2.25	tender 50200292	EACH	2.28	MEDIQUE 19818 1514399	EACH	7.72	HONEYWELL 203-32-000452-0000	EACH	2.4	HART HEALTH & SAFETY/4730 L-A PART #IMD4	EACH			EACH	2.49	MEDIQUE #19818	EACH			EACH		
2	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL	EACH	0.65	BT #139Y trauma utility shears 7 1/4" yellow 1ea 50ea/bx	EACH	1	meditac 101807	EACH	0.62	DYNAREX 4187 700448	EACH			EACH	2.25	AMERICAN DIAGNOSTIC/320NY L-A PART #IN001-YEL	EACH	2.91	ADC 320NY	EACH	0.67	KENTRON #141-07	EACH			EACH		
3	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.	EACH	18.53	BT #170760 bp unit proshyhg 760 series, size 11 adult, black adocuff nylon, pocket aneroid, case, lf	EACH	27	adc 760-11abk	EACH	17.5	ADC 760-11ABK 4990739	EACH	20.77	ADC 760-11ABK	EACH	18.5	AMERICAN DIAGNOSTIC/760-11ABK L-A PART#ADC_760-11ABK	EACH	20.95	ADC 760-11ABK	EACH			EACH			EACH		
4	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.	EACH	127.96	BT #2222-85300 v-vac manual suction unit	EACH	123	laerdal 985300	EACH	129.85	LAERDAL 985300 7021813	EACH			EACH		DISCONTINUED	EACH			EACH			EACH			EACH		
5	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.	EACH	18.53	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	49	adc 760-9cbk	EACH	17.5	ADC 760-9CBK 4997943	EACH			EACH	18.5	AMERICAN DIAGNOSTIC/760-9CBK L-A PART#ADC_760-9CBK	EACH	20.95	ADC 760-9CBK	EACH			EACH			EACH		
6	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS	BOX	71.25	BT#020500endotracheal tube holder, thomas, adult, for et/sga tubes 6.5mm id to 21mm od	BOX	95	thomas 600-10000	BOX	71.25	LAERDAL 600-10000 2202270	BOX			BOX	67.5	LAERDAL MEDICAL/600-10000	BOX			BOX			BOX			BOX		
7	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS	BOX	71.25	BT#020400 ENDOTRACHEAL TUBE HOLDER, THOMAS PEDIATRIC/CHILD, FOR ET/SGA TUBES 4.3MM ID TO 15.8MM OD	BOX	95	thomas 600-20000	BOX	71.25	LAERDAL 600-20000 4990708	BOX			BOX	67.5	LAERDAL MEDICAL/600-20000	BOX			BOX			BOX			BOX		
8	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.	EACH	25.67	BT#760TLF BP UNIT, PROSPHYG 760 SERIES, SIZE 13 THIGH, BLACK, ADCUFF NYLON, POCKET ANEROID, CASE LF	EACH	41	adc 760-13tbk	EACH	24.26	ADC 760-13TBK 4260014	EACH	28.61	ADC760-13TBK	EACH	25.5	AMERICAN DIAGNOSTIC/760-13TBK L-A PART#ADC_760-13TBK	EACH	28.95	ADC 760-13TBK	EACH			EACH			EACH		
9	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS	EACH	10.86	BT#14130 CURAPLEX 11 POINT BRIDLE STRAP, BLACK 25EA/CS	EACH			EACH			EACH			EACH			EACH			EACH			EACH			EACH		
10	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL	EACH	0.01	BT#1330-85300 CURAPLEX ALCOHOL PREP PAD, MEDIUM, STERILE 200/BX 20BX/CS	EACH	1.36	er 0100045 bx/200	EACH	1.41	HENRY SCHEIN 600-85200 5702219	EACH/ PER BOX	1.49	HCS HC50206	EACH	1.8	CARDINAL HEALTH/MW-APM L-A PART#AL1007	EACH	1.57	DYNAREX 113	EACH	1.27	KENTRON #72765-020-01	EACH			EACH		
11	6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSCREW AMERICAN DIAGNOSTIC #380, NO SUBS	EACH	11.7	BT#2832-81418 RING CUTTER, ZUICE DELUXE	EACH	27	adc 380	EACH	15.1	ADC 380 1893597	EACH			EACH	10.95	AMERICAN DIAGNOSTIC/380 L-A PART #IN920	EACH	14.59	ADC 380	EACH			EACH			EACH		
12	6944	OB KITS, 12 EACH/CASE	DOZEN	99.24	BT#540-172EA-A CURAPLEX OB KIT, GLOVES, CLAMPS, SCISSOR, SPONGES, TOWELS, APRON, TIE OFF, OB PAD, UNDERPAD TOWELETTTE	DOZEN	65	er evr629202	DOZEN	57.96/ 4.83 EA	DMS 01120B 7022902	DOZEN			DOZEN	6.6 EACH	MOTION MEDICAL/KT500LF	DOZEN	63.95 CS/10	DYNAREX 4902	DOZEN	51.48	KENTRON #999700	DOZEN			DOZEN		
13	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.	CASE	38.47	BT#520-F117 BIOHAZARD BAG, 30.5"X41", 20-30GAL, 1.2MIL, RED W/BLACK PRINT BIOHAZARDOUS WASTE 250-CS	CASE			CASE	31.4	MEDEGEN 108M 1539900	CASE			CASE	35 CS/250	MEDEGEN MEDICAL/108M L-A PART# BD108	CASE	33.74	MEDEGEN 108MBX	CASE			CASE			CASE		
14	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER	EACH	235.49	BT#2731-14602 THERMOMETER,EAR, BRAUN THERMOSCAN PRO6000, W/SM CRADLE	EACH	272	pro6000 06000-200	EACH	277.65	WELCH ALLYN 0600-200 1243558	EACH	570.76	WELCH ALLYN 06000-200	EACH	259	WELCH ALLYN 06000-200 L-A PART #TH6000	EACH	267.94	HILLROM 06000-200	EACH	284.69	WELCH ALLYN PRO 6000	EACH			EACH		
15	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.	CASE	346	BT#2733-14605 PROBE COVERS, BRAUN THERMOSCAN PRO6000 EAR THERMOMETER, DISPOSABLE 200/BX 25BX/CS	CASE	336	0600-005	CASE	335	WELCH ALLYN 06000-005 5660557	CASE	365.13	WELCH ALLYN 06000-005	CASE	12.95 PER BOX 200/323.7 5 PER CASE	WELCH ALLYN 06000-005 L-A PART#TH6000PC	CASE	326.94	HILL ROM 06000-005	CASE	449	PRO 6000 COVERS, 5000/CS	CASE			CASE		
16	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.	CASE			CASE		arbu-discontinued	CASE			CASE			CASE		DISCONTINUED	CASE			CASE			CASE			CASE		
17	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.	CASE	72	BT# 1071-10204 CURAPLEX EMESIS BAG 1000CC STANDARD 25/PK 6PK/CS	CASE	54	er evocbbl	CASE	31.32	HENRY SCHEIN 5701178	CASE	31.25	HCS7009	CASE	40 PER 100	MEDEGEN MEDICAL/3933 L-A PART#PA3933	CASE	52.36	DYNAREX 4707	CASE	41.76	KENTRON #404085 144/CS	CASE			CASE		

18	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.	EACH	4.24	BT# 3141-70001 HEAD IMMOBLIZER, STA-BLOK, RADIOLUCENT, MRI AND CT-SCAN COMPATIBLE 30/PK	EACH	5	sta-block laerdal 700-00001	EACH	4.28	LAERDAL 700-00001 2037034	EACH	4.15	LAERDAL MEDICAL/700-00001 L-A PART#SY975	EACH		EACH	EACH	EACH	EACH			EACH			
19	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.	EACH	37.71	BT# 170612BK STETHOSCOPE PLATINUM EDITION LIGHT BLACK ADCSCOPE	EACH	38	adc 612bk	EACH	33.36	ADC 612BK 6780426	EACH	53.13	ADC 612BK	EACH	33.9	AMERICAN DIAGNOSTIC/612BK L-A PART#ST612BLK	EACH	33.94	ADC 612BK	EACH		EACH	EACH		
20	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.	CASE	128.7	BT# 1860-87085 SHARPS CONTAINER 5.4 QUART 12EA/CS	CASE	102	dynarex 4624 20/cs	CASE	164.4/ 5.48 EA	KENDAL 85075SA 8904792	CASE	99.2	CARDINAL HEALTH/31143699 L-A PART#IS3699	CASE	82.95 CS/20	DYNAREX 4624	CASE	78.96	KENTRON #412275R 24/CS	CASE		CASE	CASE		
21	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.	BOX	101.9	BT# 026351 ENDOTRACHEAL TUBE 28 FRENCH 7.0MM 10/BX ENDOTROL	BOX		discontinued	BOX			BOX		BOX	22	TELEFLEX 112082070	BOX			BOX			BOX			
22	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDUNE #NON24391 OR EQUAL	CASE	31.16	BT#536-NON24391 PILLOW 16"X22" 10OZ SINGLE PIT USE. MADE OF FLAME-RETARDANT, GARNETED POLYESTER 12/CS	CASE	32	medline non24391	CASE	45.9	PILLOW 51107-4155 8300109	CASE	27	THE PILLOW FACTORY/571107-652 L-A PART#BS235	CASE	36.9	MEDLINE NON24391	CASE	42	KENTRON #162210D-12/CS	CASE		CASE	CASE		
23	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.	CASE	84.6	BT# 1064-00242 ANTIMICROBIAL SOAP EQUI-STAT LIQUID 18.2 OZ PUMP BOTTLE 1/EA 12EA/CS	CASE	72	dial 2340080790	CASE	63.6	DIAL 80790 3903681	CASE	156	HENKEL CONSUMER BRANDS/LGSIAB0790CT L-A PART#AL80790	CASE	61.94	DIAL 80790	CASE		CASE			CASE	CASE		
24	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.	CASE	58.9	BT#020300 SANI-HANDS ALC ALCOHOL GEL HAND WIPE 100/BX 10BX/CS	CASE	54.72	d43600 sani-hands	CASE	53.2	PDI D43600 6100877	CASE	4.3	PDI/D43600 L-A PART#AL354A	CASE	48.49	PDI D43600	CASE		CASE			CASE	CASE		
25	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.	CASE	22.72	BT# 29080 MASK PROCEDURE FLUIDSHIELD W/SPLASHGUARD VISOR ORANGE 25/BX 4BX/CS	CASE	86	25/pkg 4/cs kc 47147	CASE	22.32	KIMBERLY CLARK 47147 1531368	CASE	90 CS/100	HALYARD HEALTH/47147 L-A PART#IC90	CASE	85.94	KIMBERLY CLARK 47147	CASE		CASE			CASE	CASE		
26	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.	CASE	364	BT#602500 IV CATHETER, INTROCAN SAFETY 24GA X 0.75" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252500-02 5070341	CASE	352	B BRAUN/4252500-02 L-A PART#OT2500	CASE	441	B BRAUN 4252500	CASE		CASE			CASE	CASE		
27	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.	CASE	364	BT#602519 IV CATHETER, INTROCAN SAFETY 22GA X1" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252519-02 5075531	CASE	352	B.BRAUN/4252519/0 2 L-A PART#IT2519	CASE	402	B BRAUN 4252519	CASE		CASE			CASE	CASE		
28	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.	CASE	364	BT#60235 IV CATHETER, INTROCAN SAFETY 20GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252535-02 5070313	CASE	352	B.BRAUN/4252535-02 L-A PART#IT2535	CASE	362	B BRAUN 4252535	CASE		CASE			CASE	CASE		
29	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.	CASE	364	BT#602560 IV CATHETER, INTROCAN SAFETY, 18GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252560-02 9866186	CASE	352	B.BRAUN/4252560-02 L-A PART#IT2560	CASE	362	B BRAUN 4252560	CASE		CASE			CASE	CASE		
30	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.	CASE	364	BT#602586 IV CATHETER, INTROCAN SAFETY 16GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4252586-02 5070660	CASE	352	NB.BRAUN/4252586-02 L-A PART#IT2586	CASE	402	B BRAUN 4252586	CASE		CASE			CASE	CASE		
31	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.	CASE	368	BT #601890 IV CATHETER, INTROCAN SAFETY 14GA X 1.25" STRAIGHT FEP 50EA/BX 4BX/CS	CASE	318	bbraun	CASE	338	B BRAUN 4251890-02 5072767	CASE	370	B.BRAUN/4251890-02 L-A PART#BBRA_4251890	CASE	399	B BRAUN 4251890	CASE		CASE			CASE	CASE		
32	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.	CASE	321.12	BT# E6251 GLUCOSE TEST STRIPS, PRECISION XTRA CAPILLARY CLIA WAIVED 50/BX 12BX/CS	CASE			CASE	230.16	ABBOTT 99838-65 8404732	CASE	390	ABBOTT DIABETES/99838 L-A PART#ABB2_99838	CASE			CASE		CASE			CASE	CASE		
33	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.	CASE	108.6	BT#2442-52002 BVM SPUR II ADULT W/MED ADULT MASK INDIVIDUALLY BAGGED 12EA/CS	CASE	115	ambu 520211000	CASE	107.88	AMBU 520211000 4993940	CASE	114.3	AMBU/520211000 L-A PART#OMS200	CASE			CASE		CASE			CASE	CASE		

49	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.	CASE	154	BT#264003 EXTRICATION COLLAR AMBU PERFIT NECKLESS SIZE 3 50EA/CS 000 264 503	CASE	189	ambu	CASE	165.5	AMBU 000264503 9857405	CASE				CASE	180 PER CS/50	AMBU/000264503 L-A PART#CX643-50	CASE			CASE				CASE		
50	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.	CASE	154	BT#264004 EXTRICATION COLLAR AMBU PERFIT SHORT SIZE 4 50EA/CS 000 264 504	CASE	189	ambu	CASE	165.5	AMBU 000264504 9852773	CASE				CASE	78 PER CS/20	AMBU/000264204 L-A PART# CX6444	CASE			CASE				CASE		
51	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS	CASE	154	BT#264005 EXTRICATION COLLAR AMBU PERFIT REGULAR SIZE 5 50EA/CS 000 264 505	CASE	189	ambu	CASE	165.5	AMBU 000264505 9852073	CASE				CASE	78 PER CS/20	AMBU/000264205 L-A PART#CX645	CASE			CASE				CASE		
52	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.	CASE	154	BT#264006 EXTRICATION COLLAR AMBU PERFIT TALL SIZE 6 50EA/CS 000 264 506	CASE	189	ambu	CASE	165.5	AMBU 000264506 9853555	CASE				CASE	78 PER CS/20	AMBU/000264206 L-A PART#CX646	CASE			CASE				CASE		
53	16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER BOX, NO SUB.	BOX	12.3	BT#2113-10325 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 2.5MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX			BOX				BOX	35	RUSCH/506525 L-A PART#AE525	BOX	37.4	RUSCH 506525	BOX				BOX		
54	16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER BOX, NO SUB.	BOX	12.3	BT#2113-10330 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 3.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX			BOX				BOX	35	RUSCH/506530 L-A PART#AE530	BOX	37.4	RUSCH 506530	BOX				BOX		
55	16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER BOX, NO SUB	BOX	12.3	BT# 2113-10340 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 4.0MM UNCUFFED 10EA/BX 10BX/CS	BOX	35	rusch	BOX	44.2	TELEFLEX 506540 1262285	BOX				BOX	35	RUSCH/506540 L-A PART#AE540	BOX	37.4	RUSCH 506540	BOX				BOX		
56	16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT# 2113-10250 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 5.0MM CUFFED 1EA/BX 10BX/CS	BOX	34	rusch 504550	BOX	49.1	TELEFLEX 504550 8267946	BOX				BOX	38	RUSCH/504550 L-A PART#AE750	BOX	37.4	RUSCH 504550	BOX				BOX		
57	16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10260 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 6.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504560	BOX	49.1	TELEFLEX 504560 8266219	BOX				BOX	38	RUSCH/504560 L-A PART#AE760	BOX	37.4	RUSCH 504560	BOX				BOX		
58	16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10270 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 7.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504570	BOX	49.1	TELEFLEX 504570 8262293	BOX				BOX	38	RUSCH/504570 L-A PART#AE770	BOX	37.4	RUSCH 504570	BOX				BOX		
59	16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10280 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 8.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 504580	BOX	49.1	TELEFLEX 504580 8262707	BOX				BOX	38	RUSCH/504580 L-A PART#AE780	BOX	37.4	RUSCH 504580	BOX				BOX		
60	16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER BOX, NO SUB.	BOX	14.3	BT#2113-10290 CURAPLEX SELECT ENDOTRACHEAL TUBE WITH STYLETTE 9.0MM CUFFED 10EA/BX 10BX/CS	BOX	34	rusch 5045890	BOX	49.1	TELEFLEX 504590 1292454	BOX				BOX	38	RUSCH/504590 L-A PART#AE790	BOX	37.4	RUSCH 504590	BOX				BOX		
61	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762	PACK	3.72	BT#32762 CURAPLEX DISPOSABLE PENLIGHT 6PK 60PK/CS	PACK	4.5	er 1800037	PACK	4.45	HENRY SCHEIN 351P- HS 9004970	PACK				PACK	4.74	AMERICAN DIAGNOSTIC/351PL A L-A PART#PL1008	PACK	6.39	PROADVANTAG E P 371000	PACK	3.35	KENTRON #404060 6/PK W/PUPIL GAUG	PACK			
62	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH SENSI-WRAP 2" X 5YDS., BLACK, 50/CASE, NO SUBS.	CASE	217.5	BT#3014-35330 SPLINT ACTISPLINT W/SENSI-WRAP COMBO ACTISPINT 4.25IN X 36IN SENSI- WRAP 2IN X 5YRDS 1EA 50EA/CS	CASE	220	dynarex 3533	CASE	199.5	DYNAREX 3533 7001152	CASE				CASE	202	DYNAREX/3533 L-A PART#SS3533R	CASE	189.94	DYNAREX 3533	CASE				CASE		
63	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.	PACK	45	BT#1216-01103 SAM CHEST SEAL (SCS) NON-VALVE (2) 9.2IN X 7.6IN CHEST SEAL (1) 5 X 9 ABSORBENT PAD/PK 50PK/BX	PACK	22.5	sam c5201en	PACK	21.47	SAM MEDICAL CS 201-EN 7021650	PACK				PACK	1090 PER CS/50	SAM MEDICAL/CS201-EN L-A PART#SAM_CS0620 11	PACK			PACK				PACK		

64	16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.	BOX	98	BT#963-502134EA CO2 EASY 30MM 10EA/CS	BOX		BOX			BOX		BOX		BOX		BOX		BOX		BOX		BOX		BOX		
65	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS	CASE	46	BT#9280 DRESSING TRAUMA 12IN X 30IN STERILE 50EA/CS	CASE	56	dynarex 3532	CASE	35.5	DYNAREX 3532 7005968	CASE		CASE	17.25 PER CS/25	DUKAL/3050/L-A PART#BA3050	CASE	55.5	DYNAREX 3532	CASE				CASE		CASE	
66	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS	EACH	18.53	BT#540019 BP UNIT PROSPHYG 760 SERIES SIZE 7 INFANT BLACK ADCUFF NYLON POKKET ANEROID CASE LF	EACH	49	adc 760-71bk	EACH	17.5	ADC 760-71BK 4997940	EACH	22.97	ADC 760-71BK	EACH	18.5	AMERICAN DIAGNOSTIC/760-71BK L-A PART#ADC_7607IB K	EACH	20.94	ADC 760-71BK	EACH			EACH		EACH	
67	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.	EACH	121.4	BT#985030 V-VAC HANDLE	EACH	120	laerdal 985030	EACH	121.6	LAERDAL 985030 1166385	EACH		EACH	115	LAERDAL MEDICAL/985030 L-A PART#LAER_985030	EACH			EACH			EACH		EACH		
68	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.	PACK	9.24	BT#590350 DOUBLE MALE CONNECTOR FOR V-VAC MANUAL SUCTION UNIT 10/PK	PACK	8	laeradal 985003	PACK	9.01	LAERDAL 985003 2209232	PACK		PACK		DISCONTINUED	PACK			PACK			PACK		PACK		
69	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.	PACK	35.5	BT#590300 SUCTION ADAPTER TIPS 4PK V-VAC	PACK	33	laerdal 985002	PACK	35.13	LAERDAL 985002 2201850	PACK		PACK	33.5	LAERDAL MEDICAL/985002 L-A PART#OK300	PACK			PACK			PACK		PACK		
70	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.	PACK			PACK			PACK			PACK		PACK			PACK			PACK			PACK		PACK		
71	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT,NO SUBS.	EACH	27.31	BT#590200 SUCTION REPLACEMENT CARTRIDGE 80/CS V-VAC	EACH	27	laerdal 985002	EACH	27.02	LAERDAL 985001 1096779	EACH		EACH	25.45	LAERDAL MEDICAL/985001 L-A PART#OK200	EACH			EACH			EACH		EACH		
72	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, 5V*523BLS, PACKED: 50/BOX, NO SUBS.	BOX	24	BT#602023 LTD QTY- INFUSION SET WINGED 23GAUGE X 0.75IN 50EA/BX 10BX/CS	BOX	54	terumo 5v23blsf	BOX			BOX		BOX			BOX	49.19	TERUMO 1SV*523BLS	BOX			BOX		BOX		
73	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.	EACH	0.41	BT#020010 BITE STICK PLASTIC SINGLES 10EA/BG	EACH	0.54	454101	EACH	0.27	ADC 4010T 6675231	EACH		EACH	3.25 PER BX/100	DYNAREX/4314-L-A PART#BA3090	EACH			EACH	0.29	KENTRON #407575	EACH		EACH		
74	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.	BOX	9.24	BT#J2018 GAUZE PETROLATUM DRESSING 3IN X 9IN 121/BX 6BX/CS	BOX	14.36	mck 61-20056	BOX			BOX		BOX	9.8	GENTELL/DER DKC20056 L-A PART#BA416	BOX	6.95	DERMA DKC20056	BOX			BOX		BOX		
75	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.	BOX	2.34	BT#1121-36556 CURAPLEX CONFORMING STRETCH GAUZE BANDAGE STERILE 4IN 12RL/BX 8BX/CS	BOX	1.18	er 0200062	BOX	2.66	DUKAL 704 8520096	BOX		BOX	9.8	CARDINAL HEALTH/2236 L-A PART#BA2236	BOX	3.05	DYNAREX 3114	BOX	1.89	KENTRON #441004	BOX		BOX		
76	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.	BOX			BOX	54	kc 33595	BOX	52.12	KIMBERLY CLARK/KIM 33595 L-A PART#DI33595	BOX		BOX	108.5 PER BX/50	KIMBERLY CLARK/KIM 33595 L-A PART#DI33595	BOX	47.48	KIMBERLY CLARK 33595	BOX			BOX		BOX		
77	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-03.	CASE	54.54	BT#355001 STERILE WATER FOR IRRIGATION 500ML 16EA/CS BBRAUN	CASE			CASE	39.67	NURSE ASSIST 6290 7004597	CASE		CASE	59	BAXTER HELTHECARE/2F71 13 L-A PART#SL7113	CASE	62.04 CS/16	B BRAUN R5001-101	CASE			CASE		CASE		
78	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	7.76	BT#T305196 HYPODERMIC NEEDLE BD PRECISIONFLIDE 18GA X 1.5IN REGULAR BEVEL 100BX/ 10BX/CS	BOX	29	b-d 305766	BOX	7.72	BD 305196 9875912	BOX		BOX	8	BS/305196 L-A PART#IT305196	BOX	7.25	BD 305196	BOX				BOX		BOX	
79	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.	BOX	10.84	BT#1641-16721 HYPODERMIC NEEDLE STERILE 21GA X 1.5IN 1000/CS	BOX	28	b-d 305765	BOX	10.86	BD 305167 9870800	BOX		BOX	110 PER CS/1000	BD/305167 L-A PART#IT305167	BOX	8.43	BD305167	BOX				BOX		BOX	
80	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.	BOX	32	BT#353367 VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	BOX	37	b-d 303367	BOX	34.83	BD 303367 9878945	BOX		BOX	32	BD/303367 L-A PART#IV3367	BOX	32.7	BD303367	BOX				BOX		BOX	
81	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.	CASE	136.56	BT#291860 PARTICULATE RESPIRATOR N95 REG SIZE CUP BLUE NOSEFOAM FLUID RESISTANT DISP L	CASE	127	3m 1860	CASE	113.7	3M 1860 7775551	CASE		CASE	110	3M HEALTH CARE/1860 L-A PART#IC1860	CASE	115.07	3M 1860	CASE				CASE		CASE	
82	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.	BOX	55.83	BT#3448622 ACCU-CHEK SAFE T-PRO PLUS LANCET 200/BX 6BX/CS	BOX	82	roche 0344862201	BOX	55.63	SAFE-T-PRO 03448622001 8913120	BOX		BOX	57.5	ROCHE/0802901616 0 L-A PART#GU40079	BOX	54.49	ROSCHE 03448622001	BOX				BOX		BOX	
83	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7951, NO SUBS.	PKG	13.99	BT#1880-14101 CURAPLEX DRUG LOCK PULL TIGHT STYLE RED 100/PK 10PK/CS	PKG	19	7951	PKG	18.89	HEALTHCARE LOGISTICS 7951 4999196	PKG		PKG	18.25	HEALTHCARE LOGISTIC/7951 L-A PART#ID7951	PKG	30.95	HCL 7951	PKG				PKG		PKG	

84	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7952, NO SUBS.	PKG	18.2	BT#8121 RING PULL SEALS YELLOW 100/PK	PKG	18.75	7952	PKG	19.84	HEALTHCARE LOGISTICS 7952 2100823	PKG		18.25	HEALTHCARE LOGISTICS/7952 L-A PART#ID7952	PKG	30.95	HCL 7952	PKG			PKG				
85	16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS #7953, NO SUBS.	PKG	18.73	BT# 264824 SEALS DRAW TIGHT BLUE 100/PK	PKG	19	7953	PKG	19.84	HEALTHCARE LOGISTICS 7953 4997701	PKG		16	HEALTHCARE LOGISTICS/18319B L-A PART#HCL_18319-BLU	PKG	30.95	HCL 7953	PKG			PKG				
86	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144. BOX. ☐	BOX	4.39	BT#1340-27000 CURAPLEX LUBRICATION JELLY FOIL PACKET 2.7G 144/BX 12BX/CS	BOX	er evell3g	5.9	BOX	4.98	DUKAL 877 6814041	BOX	5.95	6.1	DYNAREX/1250/L-A PART#BJ8999	BOX	7.04	PROADVANTAGE P903100	BOX			BOX			BOX	
87	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.	BOX	2.68	BT# 1212-12110 CURAPLEX ABDOMINAL COMBINE DRESSING STERILE 5IN X 9IN. 25BX 16BX/CS	BOX	dixie 1000025	2.54	BOX	2.83	HENRY SCHEIN 5701470	BOX	2.05	2.5	DUKAL/5590/L-A PART#BA5590	BOX	4.98	DUKAL 5590	BOX	1.8	KENTRON #777590 20/BX	BOX			BOX	
88	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.	BOX	4.48	BT#1121-36652 CURAPLEX ELASTIC BANDAGE 4IN LATEX FREE 10PK/BX 5BX/CS	BOX	medline	9.81	BOX	5.06	DUKAL 514LF 1284696	BOX	4.83	10.2	AMD MEDICOM/AMR A634 L-A PART#BE634	BOX	14.07	MEDLINE MDS 087004LF	BOX	4.9	KENTRON #700724 10/BX	BOX			BOX	
89	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.	BOX	2.48	BT#1121-366550 CURAPLEX ELASTIC BANDAGE 2IN LATEX FREE 10PK/BX 5BX/CS	BOX	medline	12.72	BOX	2.97	DUKAL 512LF 1284686	BOX		6.6	AMD MEDICOM/AMR A632 L-A PART#BE632	BOX	10.74	MEDLINE MDS 087002LF	BOX	3.2	KENTRON #700722 10/BX	BOX			BOX	
90	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL	BOX	5.8	BT#279-1501 NAIL POLISH REMOVER PAD ACETONE FREE 100BX/ 10BX/CS	BOX	dyn 1501	5.9	BOX	3.11	DUKAL 862 7023636	BOX		2.8	DUKAL/862/L-A PART#AL20	BOX	2.96	DUKAL 862	BOX			BOX			BOX	
91	16261	TAPE TRANSPORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.	BOX	9.24	BT#151527 3M TAPE SURGICAL 1IN X10YD ADHESIVE CLEAR POROUS LATEX FREE 12BX 10BX/CS	BOX	3m 1527-1	15	BOX	11.25	3M 1527-1 7777305	BOX	8.55	13.75	3M/1527-1/L-A PART#TA7827-1	BOX	9.65	3M 1527-1	BOX			BOX			BOX	
92	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.	BOX	6.2	BT#J3004 BANDAGE ADHESIVE SURITY FLEXIBLE FABRIC 2IN X 3 3/4IN LATEX FREE 50BX 12BX/CS	BOX	kendall 44102	6.72	BOX	6.54	KENDALL 44102 8900123	BOX		5.25	MEDLINE INDUSTRIES/NON2 5524 L-A PART#BA25524	BOX	5.89	CARDINAL 44102	BOX			BOX			BOX	
93	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.	BOX	2.04	BT#J3005 BANDAGE ADHESIVE CURITY FLEXIBLE FABRIC 1IN X 3IN LATEX FREE 50BX 24BX/CS	BOX	kendall 44101	2.18	BOX	2.15	KENDALL 44101-1 8900136	BOX		2.1	CARDINAL HEALTH/44101 L-A PART#BA44101	BOX	1.94	CARDINAL 44101	BOX			BOX			BOX	
94	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.	BOX	29.95	BT#73250 SMARTSAFE PROPERTY BAGS SMALL 25/BX	BOX			BOX			BOX		31.1	KINGFISHER MEDICLA/73250 L-A PART#KRM_73250	BOX			BOX			BOX			BOX	
95	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.☐	EACH	26.69	BT#1880-13022 COMBAT APPLICATION TOURNIQUET (CAT) TACTICAL BLACK GEN 7 ONE-HANDED TOURNIQUET WINDLASS SYSTEM	EACH	cat 30-0001	26.9	EACH	23.55	NORTH AMERICAN RESCUE 30-0001 4997818	EACH		22.99	NAR/30-0001 L-A PART#TQ0001-BLK	EACH			EACH	24.89	NORTH AMERICAN RESCUE BLACK TOURNIQUET	EACH			EACH	
96	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.	EACH	120.07	BT#2744-96670 3M SURGICAL CLIPPER STARTER KIT	EACH	3m 9667I	110	EACH	97.05	3M 96671L 1291042	EACH		100.2	3M/9667L/L-A PART#IN9667	EACH	99.29	3M 9667L	EACH	85.29	3M-1867L KIT	EACH			EACH	
97	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.	BOX	188.8	BT#352832 CATHETER DECOMPRESSION NEEDLE 14GA X 3.25IN BD ANGIOCATH 10EA/BX 5BX/CS	BOX	bd 382268	197	BOX	185.15	BD 382268 8016609	BOX		66.99	BD/382268/L-A PART#IT2268	BOX	173.84	BD 382268	BOX	169	BD #382268 10/BX	BOX			BOX	
98	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.	BOX	15.19	BT# 132-306547 IV FLUSH SYRINGE BD POSIFLUSH NORMAL SALINE 10ML FILL IN A 10CC SYRING 30/BX 16BX/CS	BOX	bd 306546	17	BOX	16.82	BD 306546 9870317	BOX		15.2	BD/08290-3065-46 L-A PART#DR3065-46	BOX	15.05	BD 306546	BOX			BOX			BOX	
99	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.	BOX	3.35	BT#1212-34512 GAUZE SPONGE STERILE 4IN X 4IN 12PLY 10/BLISTER PACK 128PK/CS	BOX	medline prm4412	2.18	BOX	2.59	DUKAL C5139 1408891	BOX	1.8	2.65	DUKAL/6412/L-A PART#BA6412	BOX	3.16	DUKAL C5139	BOX	2.25	KENTRON #KS4412 50/BX	BOX			BOX	

100	16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7" OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.	CASE	54.5	BT#36-1061 OXYGEN MASK ADULT 3IN X 1 MASK WITH 7FT TUBING 50EA/CS	CASE	61	HUDSON 1061	CASE	88	MEDLINE HUD1061 1462249	CASE	90.36	TELEFLEX 1061	CASE	65	HUDSON/1059/L-A PART#OM1059	CASE	96.18	HUDSON 1061	CASE	39.49	KENTRON #9991107 50/CS	CASE			CASE		
101	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7" OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.	CASE	34.5	BT# 30053 CURAPLEX OXYGEN MASK ELONGATED PEDIATRIC PARTIAL NRB W/VENT RESERVOIR BAG 7 FT TUBING 50EA/CS	CASE	79	HUDSON 1058	CASE	70.5	MEDSOURCE MS-25058 4996154	CASE	144.81	TELEFLEX 1058	CASE	67.5	HUDSON/1058/L-A PART#OM1058	CASE	88.3	HUDSON 1058	CASE	39.49	KENTRON #999109 50/CS	CASE			CASE		
102	16302	MASK INFANT HIGH CONCENTRATION WITH 7" TUBING, HUDSON RCI- TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	45.5	BT#30058 CURAPLEX OXYGEN MASK INFANT ELONGATED TOTAL NRB W/O VENT RESERVOIR BAG 7FT TUBING 50EA/CS	CASE	459	HUDSON 395407	CASE			CASE			CASE	68	HUDSON/1011/L-A PART#HUDS_1011	CASE	345.94	JUDSON RSH 395407	CASE	42.39	KENTRON #999120 50/CS	CASE			CASE		
103	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	32.5	BT#301-171 CURAPLEX AEROSOL MASK PED ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50EA/CS	CASE	59	HUDSON 1085	CASE	32.5	MEDSOURCE MS-25083 2001774	CASE	144.81	TELEFLEX 1713	CASE	29.5	HUDSON/1085/L-A PART#OM1085	CASE	55.39	HUDSON 1085	CASE	20.25	KENTRON #333110 50/CS	CASE			CASE		
104	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI- TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	30	BT#301-170 CURAPLEX AERO MASK ADULT ELONGATED MASK W/ELASTIC STRAP ADJ NOSE STRAP NO TUBING LF 50/CS	CASE	63	HUDSON 1083	CASE	31.1	MEDSOURCE MS-25080 4999207	CASE	45.84	TELEFLEX 1083	CASE	26.5	HUDSON/1083/L-A PART#1083	CASE	49.47	HUDSON 1083	CASE	22.35	KENTRON #333100 50/CS	CASE			CASE		
105	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7" TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB	CASE	48.5	BT# 411883 MICRO MIST NEBULIZER W/TEE MOUTHPIECE 7FT TUBING RESERVOIR TUBE AND ST CONNECTOR 50EA/CS	CASE	53	HUDSON 1883	CASE	63.5	MEDLINE HUDRHS883U 1411725	CASE	54.19	VYAIR 002446	CASE	42	HUDSON/HUDRHS883U L-A PART#OM1883	CASE	63.59	HUDSON RSH883U	CASE			CASE			CASE		
106	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI- TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	58	BT#411076 MASK TRACHEOTOMY W/O TUBIN PEDIATRIC 50CS/ 1076	CASE	101	HUDSON 1076	CASE			CASE	105.24	TELEFLEX 1076	CASE	55	HUDSON/1076/L-A PART#HUDS_1076	CASE	117.5	HUDSON 1076	CASE	44.69	KENTRON #333749 50/CS	CASE			CASE		
107	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI- TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.	CASE	51	BT#D6150 MASK TRACHEOTOMY ADULT 50/CS 1075	CASE	88	HUDSON 1075	CASE	74.5	MEDLINE HUD1075 1413223	CASE	81.5	TELEFLEX 1075	CASE	55	HUDSON/HUD1075 L-A PART#HUDS_1075	CASE	48.5	HUDSON 1075	CASE	42.69	KENTRON #333745 50/CS	CASE			CASE		
108	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI- TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.	CASE	33.6	BT# 410340 HUMIDIFIER WITH ADAPTER 340ML AQUAPAK (20/CS)	CASE	45	HUDSON 00301	CASE	50.15	MEDLINE HUDRHP340U 1411720	CASE			CASE	40.4	HUDSON/HUDRHP340U L-A PART#OH0340	CASE	43.4	HUDSON RHP3400	CASE			CASE			CASE		
109	16309	CANNULA SOFTECH NASAL, ADULT, 7" STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI- TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	13	BT#301-107 CURAPLEX OXYGEN NASAL CANNULA ADULT CONVENTIONAL CLEAR NON- FLARED PRONGS 7FT TUBING 50EA/CS	CASE	15	HUDSON ER 144175	CASE	18	MEDSOURCE MS-24003 4998458	CASE			CASE	14.5	MEDSOURCE/MS-24003 L-A PART#OM24003	CASE	45.99	HUDSON 1820	CASE	16.29	KENTRON #999308 50/CS	CASE			CASE		
110	16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7" STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.	CASE	14	BT#30056 CURAPLEX OXYGEN NASAL CANNULA PEDIATRIC CONVENTIONAL GREEN 7FT TUBING 50EA/CS	CASE	18	ER 144165	CASE	24	MEDSOURCE MS-24101 4995376	CASE			CASE	29.7	MEDSOURCE/MS-24101 L-A PART#OM24101	CASE	119.9	HUDSON 1838	CASE	16.29	KENTRON #999312 50/CS	CASE			CASE		
111	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250	CASE	33.6	BT#64250 CURAPLEX SHARPS SOLO SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL 6.5IN 24EA/CS	CASE	18	ER 201	CASE	34.32	DYNAREX 4630 7004494	CASE			CASE	32.5 PER BG/25	TAYLOR HEALTHCARE/30-SPS0651 L-A PART#HS0651	CASE			CASE	28.56	KENTRON #412280 24/CS	CASE	32.85 CS/24	TAYLOR HEALTHCARE POCKET SHUTTLE 6.5#X1# 30-SPS0651	CASE		
112	16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE,24/CASE.	CASE	9.12	BT#1431-77000 CURAPLEX COLD PACK LARGE 1/EA 24EA/CS	CASE	12	ER 1000086	CASE	11.63	DUKAL 9850 1465931	CASE			CASE	14.4	DUKAL/9850/L-A PART#DI9850	CASE			CASE	16.56	KENTRON #561111 24/CS	CASE			CASE		
113	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD,RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS	CASE			CASE	385	SAM SP1121xl	CASE	234.24	SAM SP508-OB-EN 4630952	CASE			CASE	435	SAM MEDICAL/SP508-OB-EN L-A PART#SS4200-ORG	CASE			CASE			CASE			CASE		

114	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSAL, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, BLUE PACKAGE, MERCURY MEDICAL #10-57209, 5 PER BOX, NO SUBS.	BOX	259.8	BT#2430-547203 CPAP SYSTEM FLOW-SALE II W/LG ADULT MASK 5EA/BX	BOX	1057209	BOX	271.85	MERCURY 1057209 7003321	BOX		BOX		MERCURY MEDICAL/1057209 L-A PART#OC1057209	BOX		BOX		BOX		BOX				BOX				
115	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.	BOX	259.8	BT#2430-57202 CPAP SYSTEM FLOW-SALE II W/SM ADULT MASK 5EA/BX	BOX	105721	BOX	269.3	MERCURY 1057210 7003322	BOX		BOX		MERCURY MEDICAL/1057210 L-A PART#OC1057210	BOX		BOX		BOX		BOX				BOX				
116	16407	GAUZE QUICKCLOT, QUICKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.	EACH	34.88	BT#1214-35034 QUICKCLOT COMBAT GAUZE LE Z-FOID 3IN X 4YD ELACK PACKAGING	EACH	quickclot 350	EACH	34.29	TELEFLEX 350 7000709	EACH		EACH		TELEFLEX/350/L-A PART#BA7350	EACH	33	TELEFLEX 350	EACH	36.79	TELEFLEX #Z350	EACH				EACH				
117	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.	CASE	62	BT#1121-36645 CURAPLEX FLUFF BANDAGE ROLL 4.5IN X 4.1YD RPLY STERILE 100R/CS	CASE	medline non25865	CASE	62	DUKAL 645 8403994	CASE		CASE		MEDLINE INDUSTRIES/NON2 5865 L-A PART#BA25865	CASE	119.35	MEDLINE NON25865	CASE	74.39	KENTRON #444666 100/CS	CASE				CASE				
118	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.	BOX	15.5	BT#2021-14650 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 20FR 5.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123120	BOX	19.4	DYNAREX 36275 1412415	BOX		BOX		MEDSOURCE/MS- 23950 L-A PART#AB43950	BOX	20.35	DYNAREX 36275	BOX	14.7	KENTRON #804420 10/BX	BOX				BOX				
119	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.	BOX	15.5	BT#2021-14655 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 22FR 5.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123122	BOX	19.4	DYNAREX 36276 1412389	BOX		BOX		MEDSOURCE/MS- 23952 L-A PART#AB43952	BOX	20.35	DYNAREX 36276	BOX	14.7	KENTRON #804422 10/BX	BOX				BOX				
120	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE,INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.	BOX	15.5	BT#2021-14660 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 24FR 6.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123124	BOX	19.4	DYNAREX 36277 1412436	BOX		BOX		MEDSOURCE/MS- 23954 L-A PART#AB43954	BOX	20.35	DYNAREX 36277	BOX	14.7	KENTRON #804424 10/BX	BOX				BOX				
121	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.	BOX	15.5	BT#2021-14670 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 28FR 7.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123128	BOX	19.4	DYNAREX 36279 1412417	BOX		BOX		MEDSOURCE/MS- 23958 L-A PART#AB43958	BOX	20.35	DYNAREX 36279	BOX	14.7	KENTRON #804428 10/BX	BOX				BOX				
122	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.	BOX	15.5	BT#2021-14675 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 30FR 7.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123130	BOX	19.4	DYNAREX 36280 1412418	BOX		BOX		MEDSOURCE/MS- 23960 L-A PART#AB43960	BOX	20.35	DYNAREX 36280	BOX	14.7	KENTRON #804430 10/BX	BOX				BOX				
123	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.	BOX	15.5	BT#2021-14680 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 32FR 8.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123132	BOX	19.4	DYNAREX 36281 1412419	BOX		BOX		MEDSOURCE/MS- 23962 L-A PART#AB43962	BOX	20.35	DYNAREX 36281	BOX	14.7	KENTRON #804432 10/BX	BOX				BOX				
124	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.	BOX	15.5	BT#2021-14685 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 34FR 8.5MM LATEX FREE PVC 10EA/BX	BOX	rusch 123134	BOX	19.4	DYNAREX 36282 1412439	BOX		BOX		MEDSOURCE/MS- 23964 L-A PART#AB43964	BOX	20.35	DYNAREX 36282	BOX	14.7	KENTYRON #804434 108/BX	BOX				BOX				
125	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.	BOX	15.5	BT#2021-14690 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 36FR 9.0MM LATEX FREE PVC 10EA/BX	BOX	rusch 123136	BOX	19.4	DYNAREX 36283 1412440	BOX		BOX		MEDSOURCE/MS- 23966 L-A PART#AB43966	BOX	20.35	DYNAREX 36283	BOX	14.7	KENTRON #804436 10/BX	BOX				BOX				
126	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE,10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604, 100/BOX, NO SUBS.	BOX	12	BT#1633-10010 SYRINGE ONLY 10CC LUER LOCK 100EA/BX 12BX/CS	BOX		BOX	12.42	BD 309604 1436025	BOX	34.09	BD 302995	BOX		DISCONTINUED	BOX					BOX				BOX				
127	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.	BOX	13.92	BT#1633-20720 SYRINGE ONLY 20CC LUER LOCK 100EA/BX 88X/CS	BOX	bd 302830	BOX	20.29	BD 302830 9870343	BOX	21.39		82 PER CS/192	BD/302830/L-A PART#IT2830	BOX	19.05	BD 302830	BOX			BOX				BOX				
128	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.	BOX	15.5	BT#2021-14665 CURAPLEX SELECT NASOPHARYNGEAL AIRWAY 26FR 6.5MM LATEX FREE PVC 10EA/CS	BOX	rusch 123126	BOX	19.4	DYNAREX 36278 1412416	BOX		BOX		MEDSOURCE/MS- 23956 L-A PART#AB43956	BOX			BOX	14.7	KENTRON #804426 10/BX	BOX				BOX				
129	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.	BOX			BOX	bd 305782	BOX	15.58	BD 305782 9871201	BOX	16.42			BD/305782/L-A PART#IT305782	BOX	14.62	BD 305782	BOX			BOX				BOX				

130	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.	BOX			BOX	25	bd 305789	BOX	24.15	BD 305789 9877961	BOX	25.45	BD 305789	BOX	25	BS/305789/L-A PART#IT305789	BOX	22.68	BD 305789	BOX			BOX			
131	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.	BOX	197.2	BT#590101 SUCTION UNIT ASPIRATOR TYPE LATEX FREE 40EA/BX MECONIUM	BOX	184	neotech	BOX	216	NEOTECH N0101 1376689	BOX			BOX	186 CS/40	NEOTECH PRODUCTS/NO101 L-A PART#OK0101	BOX			BOX			BOX			
132	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.	CASE	13.5	BT#14580 SUCTION CATHETER STERILE 8FR PEDIATRIC COIL PACKED W/CONTROL VALVE 50EA/CS	CASE	13	dyn 32001	CASE	11.6	AMSINO AS362C 1225265	CASE			CASE	12.75	DYNAREX/32001/L- A PART#OK3608	CASE	13.2	DYNAREX 32001	CASE	6.89	KENTRON #393508 50/CS	CASE		CASE	
133	16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.	CASE	6.5	BT#36092 CURAPLEX SUCTION CATHETER 10FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32002	CASE	11.6	AMSINO AS363C 1212255	CASE			CASE	12.75	DYNAREX/32002/L- A PART#OK3610	CASE	13.2	DYNAREX 32002	CASE	6.89	KENTRON #393510 50/CS	CASE		CASE	
134	16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.	CASE	6.5	BT#36094 CURAPLEX SUCTION CATHETER 14FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32004	CASE	11.6	AMSINO AS365C 1225267	CASE			CASE	12.75	DYNAREX/32004/L- A PART#OK3614	CASE	13.2	DYNAREX 32004	CASE	6.89	KENTRON #393514 50/CS	CASE		CASE	
135	16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE	CASE	6.5	BT#36095 CURAPLEX SUCTION CATHETER 16FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32005	CASE	11.6	AMSINO AS366C 1158731	CASE			CASE	12.75	DYNAREX/32005/L- A PART#OK3616	CASE	13.2	DYNAREX 32005	CASE	6.89	KENTRON #393516 50/CS	CASE		CASE	
136	16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.	CASE	6.5	BT#36096 CURAPLEX SUCTION CATHETER 18FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32006	CASE	11.6	AMSINO AS367C 7020074	CASE			CASE	12.75	DYNAREX/32006/L- A PART#OK3618	CASE	13.2	DYNAREX 32006	CASE	6.89	KENTRON #393518 50/CS	CASE		CASE	
137	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.	CASE	22	BT#16107 CURAPLEX YANKAUER WITH VENT 20EA/CS	CASE	23	dyn 32120	CASE	21	DYNAREX 32120 1412388	CASE			CASE	22.5	DYNAREX/32120/L- A PART#OH4690	CASE	21.85	DYNAREX 32120	CASE		CASE		CASE		
138	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK50 PER BAG, DYNAREX OR EQUAL.	CASE	560	BT#2010-34040 CURAPLEX DISP BERMAN ORAL AIRYWAY NEONATAL 40MM(PINK) INDIVIDUALLY WRAPPED 1EA 50EA/BG 80BG/CS	CASE	15	rusch 121901	CASE	10.5	SUNMED 1- 1506-40 8570640	CASE	10.59	DYNAREX 36301	CASE	14	TELEFLEX/121901/L- A PART#AA1901	CASE	25.2 CS/100	DYNAREX 36300	CASE	6.89	KENTRON #779940CC 50/CS	CASE		CASE	
139	16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.	CASE	420	BT#2010-34050 CURAPLEX DISP BERMAN ORAL AIRWAY INF 50MM(BLUE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 60BG/CS	CASE	15	rusch 121950	CASE	10.5	SUNMED 1- 1506-50 8570650	CASE			CASE	14	TELEFLEX/121950/L- A PART#AA19015	CASE			CASE	6.89	KENTRON #779950CC 50/CS	CASE		CASE	
140	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.	CASE	308	BT#2010-3460 CURAPLEX DISP BERMAN ORAL AIRWAY CHLD 60MM(BLACK) INDIVIDUALLY WRAPPED 1EA 50EA/BG 44BG/CS	CASE	15	rusch 121902	CASE	10.5	SUNMED 1- 1506-60 8570660	CASE	10.59	DYNAREX 36303	CASE	14	TELEFLEX/12902/L- A PART#AA1902	CASE	25.2 CS/100	DYNAREX 36302	CASE	6.89	KENTRON #779960CC 50/CS	CASE		CASE	
141	16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.	CASE	210	BT#2010-34070 CURAPLEX DISP BERMAN ORAL AIRWAY LG CHLD 70MM (WHITE) INDIVIDUALLY WRAPPED 1EA 50EA/BG 30BG/CS	CASE	15	rusch 121970	CASE	10.5	SUNMED 1- 1506-70 8570670	CASE			CASE	14	TELEFLEX/121970/L- A PART#AA19025	CASE			CASE	6.89	KENTRON #779970CC 50/CS	CASE		CASE	
142	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.	CASE	182	BT#2010-34080 CURAPLEX DISP BERMAN ORAL AIRWAY SM ADLT 80MM (GREEN) INDIVIDUALLY WRAPPED 1EA 50EA/BG 26BG/CS	CASE	15	rusch 121904	CASE	11.5	DYNAREX 96304 1412405	CASE	10.59	DYNAREX 36305	CASE	14	TELEFLEX/121903/L- A PART#AA1903	CASE	25.2 CS/100	DYNAREX 36304	CASE	6.89	KENTRON #779980CC 50/CS	CASE		CASE	
143	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.	CASE	126	BT#2010-34090 CURAPLEX DISP BERMAN ORAL AIRWAY MED ADULT 90MM (YELLOW) 1EA 50EA/BG 18BG/CS	CASE	15	rusch 121904	CASE	11.5	DYNAREX 36306 1412437	CASE	10.59	DYNAREX 36307	CASE	14	TELEFLEX/121904/L- A PART#AA1904	CASE	25.2 CS/100	DYNAREX 36306	CASE	6.89	KENTRON #779990CC 50/CS	CASE		CASE	

144	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.	CASE	98	BT#2010-34100 CURAPLEX DISP BERMAN ORAL AIRWAY LG ADLT 100MM (PRPL OR RD) INDIVIDUALLY WRAP 1EA 50EA/BG 148BG/CS	CASE	15	rusch 121905	CASE	11.5	DYNAREX 36308 1412441	CASE	10.59	DYNAREX 36309	CASE	14	TELEFLEX/121905/L- A PART#AA1905	CASE	25.2 CS/100	DYNAREX 36308	CASE	6.89	KENTRON #7791000CC 50/CS	CASE			CASE			
145	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.	CASE	91	BT#2010-37110 CURAPLEX DISPOSABLE BERMAN AIRWAY X- L ADULT 110MM (ORANGE) 50EA/BG 13BG/CS (650EA/CS)	CASE	15	rusch 121906	CASE	11.5	DYNAREX 36310 141244	CASE	10.59	DYNAREX 36311	CASE	14	TELEFLEX/121906/L- A PART#AA1906	CASE	25.2 CS/100	DYNAREX 36310	CASE	6.89	KENTRON #779110CC 50/CS	CASE			CASE			
146	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D- RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.	CASE	196.8	BT#501110 RESTRAINT STRAPS LIMB HOLDER DISPOSABLE W/DOUBLE D RING ADULT 11IN X 60IN 48PR/CS	CASE	57	medline non243074	CASE	170.4	DMS 501110 7004728	CASE			CASE	208.8	TIDI PRODUCTS/2510 L- A PART#SX2510	CASE	208.56	TIDI 2510	CASE	139.5	KENTRON #301150 50/CS	CASE			CASE			
147	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.	CASE	24	BT#30061MS CURAPLEX BURN SHEET 60IN X 90IN STERILE 50EA/CS	CASE	24	er 1700036	EACH	21.96	MEDSOURCE MS-BS0033 4995379	CASE			CASE	105	DICK MEDICAL SUPPLY/91039BS L- A PART#BX91039	CASE	34.5	DYNAREX 3520	CASE	31.9	KENTRON #88811 24/CS	CASE			CASE			
148	16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.	CASE	6.5	BT#36093 CURAPLEX SUCTION CATHETER 12FR WHISTLE TIP AND THUMB CONTROL PORT 50EA/CS	CASE	13	dyn 32003	CASE	11.6	AMSINO AS364C 1158732	CASE			CASE	13	DYNAREX/32003/L- A PART#OK3612	CASE	13.2	DYNAREX 32003	CASE	6.89	KENTRON #393512 50/CS	CASE			CASE			
149	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.	CASE	4.28	BT#1124-32400 CURAPLEX TRIANGULAR BANDAGE MUSLIN 12/PK 20PK/CS 40IN X40IN X 56IN	CASE	5.4	er 0300024	CASE	4.08	ADI 23040 4670483	CASE			CASE	98.4	DUKAL/CTB40/L-A PART#BA5	CASE	5.4	DYNAREX 3680	CASE	4.29	KENTRON #404056- 12/PK	CASE			CASE			
150	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.	CASE	201.5	BT#J2262 BLADE ASSEMBLY SINGLE- USE PURPLE FOR 3M 9661 SURGICAL CLIPPERS 50EA/CS	CASE	212	3m 9660	CASE	201	3M 9660 1392747	CASE			CASE	200	3M/9660/L-A PART#IN9661	CASE	198.94	3M 9660	CASE	178.69	3M/9660 50/CS	CASE			CASE			
151	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.	CASE	99.84	BT#3272-53578 CURAPLEX POLYESTER GRAY BLANKET 60IN X 90IN 8/CS	CASE	140	dyn 3540	CASE			CASE			CASE	142.5	DYNAREX/3540/L-A PART#BS3540	CASE	124.94	DYNAREX 3540	CASE			58 CS/10	TAYLOR HEALTHCARE PRODUCT 100% POLYESTER 60"X90" 60- FCB6090	CASE				
152	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.	CASE	598	BT#J2702-1 ISRAELI BANDAGE EMERGENCY WHITE 4IN 150EA/CS	CASE	618	ompfcg-03	CASE			CASE	3.25 PER EA		CASE		DYNAREX/3683/L-A PART#BA3683	CASE		DISCONTINUED	CASE					CASE				
153	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL	CASE	138.24	BT#1423-03015 GLUTOSE 15GM- GRAPE FLAVOR 3/PK 12PK/CS	CASE	134	glutose	CASE	60.6	TRANSCEN 6531 STRAWBERR Y 1246672	CASE	10.35 PK/3		CASE		PADAGIS US LLC/00574-0070-30	CASE			CASE					CASE				
154	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.	CASE	138.24	BT#466930 GLUTOSE 15GM- LEMON FLAVOR 3/PK 12/PK/CS 2053	CASE	134	glutose	CASE	151.8	PADAGIS 00574006930 6025401	CASE	10.35 PK/3		CASE		PADAGIS US LLC/00574-0069-30	CASE			CASE					CASE				
155	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.	CASE	121.5	BT#3246-12345 CURAPLEX PATIENT TRANSPORTER 1800LB CAPACITY 14HANDLES 10EA/CS	CASE	198	gf-51926	CASE	186.6	GRAHAM 51926 7001821	CASE			CASE	171.5	GRAHAM MEDICAL/51926 L-A PART#BS800	CASE	179.49	GRAHAM 51926	CASE	242.89	GRAHAM MEGAMOVER PRODUCT #53376 10/CS	CASE	130 CS/10	TAYLOR HEALTHCAR E PRODUCTS 40"X80" 1500LBAD 14HANDLES 43-TITANPC	CASE			
156	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.	EACH	18.53	BT#170763 BP UNIT PROSPHYG 760 SERIES SIZE 9 CHILD BLACK	EACH	55	adc 760- 9cbk	EACH	17.5	ADC 760- 9CBK 4997943	EACH	20.77	ADC760-9CBK	EACH	18.5	AMERICAN DIAGNOSTIC/760- 9CBK L-A PART#ADC_760- 9CBK	EACH	21.9	ADC 760-9CBK	EACH					EACH				
157	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.	EACH	17.86	BT#3683-16054 EMERGENCY TAPE PEDIATAPE 2023 VERSION MEASURE LENGTH AND ESTIMATE WEIGHT	EACH	26.8	v117700re	EACH	30.26	PEDIATAPE 7023210	EACH	4.7		EACH		PEDIATAPE/123457/ L-A PART#TA123457	EACH			EACH	17.79	PEDIA TAPE				EACH			
158	16505	CONNECTOR O2, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.	BAG	8.5	BT#206011 TUBING CONNECTOR OXYGEN 50/CS 001811	BAG	25	medline hud2555 325531	BAG	20.5	MEDSOURCE MS-28425 4999053	BAG	0.49 PER EA/24.5 PER BAG		BAG		HUDSON/2555/L-A PART#OG4500	BAG	15.5	DYNAREX 33308	BAG	17.79	KENTRON #55000 50/BX	BAG			BAG			

			CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6" CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.	CASE	146	BT#2212-25607 SUCTION CANISTER HI-FLOW 800CC GREEN LID W/FILTER AND FLOAT VALVE SHUTOFF DISPOSABLE 70EA/CS	CASE		bernis 8002k 055	CASE							219.8 CS/70	BEMIS MANUFACTURING/8 002055 L-A PART#OK1800A	CASE		BEMIS 8002K055	CASE					CASE				
159		16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.	EACH	14.78	BT#2211-10688 VACUUM TUBE FOR USE W/LCSU 4 800ML	EACH	14	laerdal	EACH	14.57	LAERDAL 886106 4998741	EACH			EACH		13.8	LAERDAL MEDICAL/886106 L-A PART#OK886106	EACH			EACH				EACH				
160		16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.	BOX	79.5	BT#2170-20300 CURAPLEX DART NO SYRINGE LATEX FREE 1EA 25EA/CS	BOX	94.72	mad 300	BOX	173.75	TELEFLEX MAD 300 4209994	BOX			BOX		127.5	TELEFLEX/MAD300/ L-A PART#IT103	BOX	209	TELEFLEX MAD300	BOX	122.25	TELEFLEX #MAD300 25/BX	BOX		BOX			
161		16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.	CASE	23.06	BT#279-3182 BANDAGE ROIL SENSI-WRAP 2IN X 5YDS SELF ADHERENT 6EA OF RED GREEN PURPLE DK BLUE PINK IT BLUE	CASE	24	er 0300027c	CASE	35.83	DYNAREX 3216 1226604	CASE			CASE		26.5	DYNAREX/3182/L-A PART#DYNA_3182	CASE	23	DYNAREX 3182	CASE				CASE				
162		17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.	EACH			EACH	45	adc 614p	EACH	39.14	ADC 614P NEW	EACH	55.98	ADC 614LB	EACH	43	AMERICAN DIAGNOSTIC/614P L-A PART#ST614-PNK	EACH	41.5	ADC 614P	EACH				EACH		EACH			
163		17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS. ☐	CASE	70.32	BT#358001 IV SOLUTION SODIUM CHOLRIDE 0.9# 500ML BAG 24EA/CS BBRAUN L8001	CASE	101	bbr18001	CASE	73.44	B BRAUN Q8001 1476724	CASE			CASE	95.5	HOSPIRA/07983046 6/L-A PART#SL7983-03	CASE	89.25	B BRAUN Q8001	CASE				CASE		CASE			
164		17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE, NO SUBS.	CASE	26.5	BT#36-1423 TUBING ADAPTOR 22MM ID X 5-7MM TAPER 50EA/CS	CASE	44	hudson 1423	CASE	36.69	MEDLINE HUDI423 1414982	CASE			CASE		DISCONTINUED	CASE	23.1	HUDSON 1423	CASE				CASE		CASE			
165		17520	02 MAX BITRAC ED MASK, W/NEB, ADULT LG, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10 EA/CS. PULMODYNE. NO SUBS.	CASE	521.6	BT#313-755XN-1 O2 MAX BITRAC ED MASK W/NEB ADULT LG W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE	578	pulmo	CASE	615.82	PULMODYNE 313-7557XN-1 7014504	CASE			CASE			CASE							CASE		CASE			
166		17521	02 MAX BITRAC ED MASK, W/NEB, ADULT MED, W/3-SET VALVE, OHMEDA CONNECTOR, FIXED FLOW, 10EA/CS. PULMODYNE. NO SUBS.	CASE	521.6	BT#313-7556XN-1 O2 MX BITRAC ED MASK W/NEB ADULT MED W/3-SET VALVE OHMEDA CONNECTOR FIXED FLOW 10EA/CS	CASE	578	pulmo 3137555xn1	CASE	600.6	PULMODYNE 313-7557XN-1 7014487	CASE			CASE			CASE							CASE		CASE			
167		17522	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT LG, 3-SET, OHMEDA CONNECT, CO2 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	999.45	BT#677555-1 CURAPLEX CPAP/CAPNOGRAP HY KIT O2MAX NEB BITRAC ED MASK ADULT LG 3-SET OHMEDA CO2 SAMPLING LINE	CASE	578	3137555xn1	CASE			CASE			CASE	539.8	PULMODYNE/313-7555XN-1 L-A PART#OC7555XNF-1	CASE				CASE			CASE		CASE			
168		17523	CPAP/CAPNOGRAPHY KIT, 02 MAX NEB BITRAC ED MASK, ADULT MED, 3-SET, OHMEDA CONNECT, CO2 SAMPLING LINE. PULMODYNE. NO SUBS.	CASE	999.45	BT#677556-1 CURAPLEX CPAP/CAPNOGRAP HY KIT O2MAX NEB BITRAC ED MASK ADULT MED 3-SET OHMEDA CO2 SAMPLING LINE	CASE	578	pulmo	CASE			CASE			CASE	539.8	PULMODYNE/313-7556XN-1 L-A PART#OC7556XNF-1	CASE				CASE			CASE		CASE			
169		17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.	CASE	79.32	BT#1061-17517 PDI SUPER SANI CLOTH WIPES 6IN X 6IN 160/TB 12TB/CS	CASE	87	pdi q55172	CASE	69.24	PDI Q55172 1135423	CASE	76.73	PDI 055172	CASE	59.88	PDI/Q55172/L-A PART#AL525	CASE	71	PDI Q55172	CASE				CASE		CASE			
170		16188	GAUZE SPONGE, 4"x4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.☐	PACK	2.46	BT#F165622 GAUZE SPONGE NON WOVEN NON STERILE 4IN X 4IN 200/BG 10BG/CS	PACK	2.54	medline non25444	PACK	2.04	DUKAL 2104 9333131	PACK	2.28	DYNAREX 3242	PACK	5.2	DUKAL/4122/L-A PART#BA4144	PACK	3.2	DYNAREX 3254	PACK	2.89	KENTRON #250444 200/PK	PACK		PACK		PACK		
171		17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.☐	CASE	553.2	BT#230802 STAT PAX II ADULT FOR ZOLL AED PLUS X SERIES AED PRO M SERIES R SERIES AND E SERIES	CASE	576	zoll 8900-0802 01	CASE			CASE			CASE	44.3 PER EA	ZOLL MEDICAL/8900-0802-01 L-A PART#EL0801-01	CASE	539	ZOLL 8900-0802-01	CASE	569	ZOLL 8900-0802-01 12/CS	CASE		CASE		CASE		ZOLL 8900-0802-01
172		17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01. DISCONTINUED **REPLACED WITH ZOLL 8300-000208	BOX	156.75	BT#174620 FILTERLINE SET NON HUMIDIFIED INTUBATED ADULT/PEDIATRIC 100EA/BX	BOX	166	dix t4msf526	BOX	131.94	MEDSOURCE MS-35770 7022871	BOX			BOX	175	MEDTRONIC/MVAI/L A PART#PO64620	BOX	275.94	ZOLL 8300-000208	BOX				BOX		BOX		ZOLL 8300-000208	
173																													335.3		

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: 009

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
02/10/2025	5932	Various	As Specified

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

12:01 PM, WEDNESDAY, MARCH 12, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	EQUIPMENT MEDICAL The City of Mobile requests bids for the following items as per attached RFQ. At the option of the City and the successful Vendor, the award may be extended for three (3) additional eight (8) month periods. Quote pricing & quote units as specified on RFQ. <u>On items with more than one (1) acceptable choice, you must indicate the specific item that you are bidding. Failure to indicate will be entered as a no bid on that item.</u> All substitutions must be indicated on RFQ near description of item specified. Indicate on your bid if an item has been discontinued by the manufacturer. Vendors found to be substituting, without that item being indicated on this bid as a substitution, may lose that awarded item. If vendor states a vendor item number that item must also state manufacturers make and model number. <u>Failure to indicate this will be entered as a no bid on that item.</u> It is the responsibility of the vendor to provide the City with the necessary catalogs, samples or literature, to compare the items being bid. If sample is requested, it must be delivered to the City of Mobile within 48 hours. The City reserves the right to reject any item bid by a vendor due to lack of information in order to compare item (i.e.: no catalogs, literature or specifications). Do not send catalog or literature unless requested. Page 1 of 3					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile. All quantities purchased will be based on an as needed basis by City Department. All items/orders to be delivered to departments. All prices quoted are to be delivered prices F.O.B. Mobile. State any special conditions or ordering instructions. (Pay particular attention to instruction #9 on back of page 1). The City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded. Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings. If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur. No Bid Bond is required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 (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. Be sure to sign and return this page including the terms and conditions on the reverse of page 1. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS. TO BE AWARDED ON AN ITEM BASIS If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Remember to return this original bid sheet signed along with attached RFQ. IF ITEM DESCRIPTION STATES: NO SUBS OR NO SUBSTITUTIONS THEN <u>NO SUBSTITUTIONS</u> WILL BE ALLOWED FOR THAT ITEM. IF MANUFACTURER HAS DISCONTINUED THAT ITEM, PLEASE STATE THAT BY ITEM DESCRIPTION. THANK YOU					
			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.

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
1	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL		EACH	
2	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		EACH	
3	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		EACH	
4	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		EACH	
5	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE, 200/BOX. - NO SUBS.		BOX	
6	6944	OB KITS, 12 EACH/CASE.		DOZ	
7	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ. AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE - OR EQUAL TO		CASE	
8	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		CASE	
9	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.		CASE	
10	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.		CASE	
11	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.		CASE	
12	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.		CASE	
13	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE STRIPS #99695-35, NO SUB.		CASE	
14	13627	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
15	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION		CASE	
16	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.		CASE	
17	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.		PACK	
18	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, OR EQUAL		CASE	
19	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS.		EACH	
20	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		EACH	
21	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PACK	
22	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PACK	
23	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX. OR EQUAL		BOX	
24	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX		BOX	
25	16252	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX KENDALL HEALTHCARE, PRODUCT #44102, OR EQUAL		BOX	
26	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUBS		CASE	
27	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLUCENT SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, OR		CASE	
28	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE. - NO SUBS		CASE	
29	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
30	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.		BOX	
31	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.		BOX	
32	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.		BOX	
33	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.		BOX	
34	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX		BOX	
35	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.		BOX	
36	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.		BOX	
37	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.		BOX	
38	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.		CASE	
39	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK 50 PER BAG, DYNAREX OR EQUAL.		BAG	
40	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.		BAG	
41	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.		BAG	
42	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.		BAG	
43	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.		BAG	
44	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.		BAG	
45	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, OR EQUAL.		CASE	
46	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.		CASE	
47	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
48	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		CASE	
49	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK,		EACH	
50	16188	GAUZE SPONGE, 4"x4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444 OR EQUAL		PACK	
51	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.		BOX	
52	2078	EYE WASH, 4 OZ., US 3020		EACH	
53	4622	SCISSORS EMT, STAINLESS STEEL, AMERICAN DIAGNOSTIC (ADC) MEDICUT, 7 1/4", #320NY, NEON YELLOW HANDLE, OR EQUAL		EACH	
54	6871	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, ADULT, ADC #760-11ABK, NO SUBS.		EACH	
55	6872	V-VAC STARTER KIT, ONE HAND APPLICATION, SUCTION UNIT, ADAPTER TIP INSTRUCTIONS, LAERDAL MEDICAL, NO SUBS.		EACH	
56	6878	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, PEDIATRIC, (CHILD) ADC #760-9CBK, NO SUBS.		EACH	
57	6887	THOMAS TUBE HOLDER, LAERDAL #600-10000, ADULT, 25 PER BOX, NO SUBS		BOX	
58	6888	THOMAS TUBE HOLDER, LAERDAL #600-20000, PEDIATRIC, 25 PER BOX, NO SUBS		BOX	
59	6893	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, THIGH, ADC #760-13TBK, NO SUBS.		EACH	
60	6906	FAST STRAP, MEDSPEC, T-STYLE, BLUE, NO SUBS		EACH	
61	6915	ALCOHOL PREP PADS, STERILE, MEDIUM, 2-PLY, 70% ISOPROPYL ALCOHOL, MEDLINE 200/BOX OR EQUAL		EACH	
62	6919	RING CUTTER, CHROME HANDLE WITH SAFETY LEVER, LARGE THUMBSCREW AMERICAN DIAGNOSTIC #380. NO SUBS		EACH	
63	6944	OB KITS, 12 EACH/CASE		DOZEN	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
64	6951	BAGS RED, BIO MEDICAL WASTE BAGS, WITH SYMBOL & WORDS IN BLACK, MEET A.S.T.M. DART TEST REQUIREMENTS, 25 X 34, 20 GAL., 50 EACH PER BOX, 4 BOXES PER CASE.		CASE	
65	6966	THERMOMETER, WELCH ALLYN, BRAUN, THERMOSCAN PRO 6000 EAR THERMOMETER		EACH	
66	6967	BRAUN THERMOSCAN PRO 6000 EAR THERMOMETER DISPOSABLE PROBE COVERS (QTY. 5000: 1 CASE CONTAINS 25 SHELF BOXES, EACH SHELF BOX CONTAINS 10 PACKS 20 COVERS PER PACK), NO SUBS.		CASE	
67	6969	INTUBATION DETECTORS, TUBE CHECK, AMBU INC #000 172 001, WOLFETORY #EID 100 20 UNITS PER CASE.		CASE	
68	9682	BAG, EMESIS, SICKNESS CLEAN UP, CLEAN SACK, GRADUATED MARKING TO MEASURE OZ AND CC/ML, BLUE IN COLOR, MEDLINE, MEDLINE #NON80328, 144/CASE.		CASE	
69	13194	IMMOBILIZER HEAD, DISPOSABLE, 15"X4"X3", 5.0 OZ URATHANE FOAM, ADHESIVE FASTNER 100% X-RAY TRANSLUCENT. STA-BLOCK 260975, NO SUBS.		EACH	
70	13205	STETHOSCOPE PLATINUM CLINICIAN ADSCOPE 612, ADULT, OVERALL LENGTH 30.5" ADC ITEM 612BK, COLOR- BLACK, NO SUBS.		EACH	
71	13269	SHARPS-A-GATOR SMALL, 5 QUART, PACKED 30 PER CASE, TYCO.HEALTHCARE/KENDALL #4838-R, REF #31144-36 #31144010.		CASE	
72	13607	TUBE, SHILEY ENDOTROL ORAL/NASAL ENDOTRACHEAL TUBE CUFFED, MURPHY EYE, 7.0 mm, WITH CONTROL TIP, COVIDIEN, 10 PER BOX, #86351, NO SUBS.		BOX	
73	13609	PILLOW DISPOSABLE, 16"X22", 10 OZ., LATEX FREE, 12/CASE, MEDLINE #NON24391 OR EQUAL		CASE	
74	13611	SOAP ANTIMICROBIAL, LIQUID, DIAL PROFESSIONAL GOLD PUMP, 16oz., 12/CASE, #80790, NO SUBS.		CASE	
75	13612	WIPES ANTISEPTIC, SANI-HANDS ALC, PDI PRODUCT, INDIVIDUAL PACKETS, CONTAINS 65.9% ETHYL ALCOHOL WITH MOISTURIZING ALOE, GLYCERIN & VITAMIN E, 100/BOX, 10 BOXES/CASE, NO SUBS.		CASE	
76	13613	MASK FLUIDSHIELD, FOG-FREE PROCEDURE MASK W/WRAP AROUND SPLASHGUARD VISOR, PLEAT-STYLE W/EARLOOPS, FOAM BAND, ORANGE, 2 BOXES OF 12/CASE, KIMBERLY CLARK 47147, NO SUB.		CASE	
77	13614	CATHETER IV, 24 GAUGE X 3/4". STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252500, NO SUB.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
78	13615	CATHETER IV, 22 GAUGE X 1", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252519, NO SUB.		CASE	
79	13616	CATHETER IV, 20 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252535, NO SUB.		CASE	
80	13617	CATHETER IV, 18 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252560, NO SUB.		CASE	
81	13618	CATHETER IV, 16 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4252586, NO SUB.		CASE	
82	13619	CATHETER IV, 14 GAUGE X 1-1/4", STRAIGHT, FEP, INTROCAN SAFETY IV CATHETERS, 200/CASE, BRAUN 4251890, NO SUB.		CASE	
83	13624	STRIPS BLOOD GLUCOSE AND KETONE MONITORING STRIPS, 50/BOX, 12 BOXES/CASE, ABBOTT MEDI-SENSE PRECISION XTRA BLOOD GLUCOSE		CASE	
84	13627	RESUSCITATOR AMBU SPUR II BAG, ADULT, WITH BAG RESERVOIR, 12/CASE AMBU 520 21100, NO SUB.		CASE	
85	13628	RESUSCITATOR AMBU SPUR II BAG, PEDIATRIC, WITH BAG RESERVOIR, 12/CASE, AMBU 530 213 000, NO SUB.		CASE	
86	13629	RESUSCITATOR AMBU SPUR II BAG, INFANT, WITH BAG RESERVOIR, 12/CASE AMBU 540 211 000, NO SUB.		CASE	
87	13634	IV STARTER KIT, LATEX FREE, INCLUDES: ALCOHOL PREP PAD, PVP AMPULE, DRESSING 2 GAUZE, TOURNIQUET, TAPE, PACKED 100/BOX, MEDLINE DYND740888, NO SUBS.		BOX	
88	13637	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 250 ML BAG, 24/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER, OR HOSPIRA, THESE BRANDS ONLY, NO SUBS.		CASE	
89	13638	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP, 1000 ML BAG, 12/CASE, BRAND OR MANUFACTURER MAY BE BRAUN OR BAXTER OR HOSPIRA, THESE BRANDS ONLY, NO SUB.		CASE	
90	16042	IV ADMINISTRATION SET, 60 DROP, 83" TUBING, NEEDLELESS INJECTION SITE, 50 PER CASE, AMSINO IV #608306, NO SUBS.		CASE	
91	16043	IV ADMINISTRATION SET, 10 DROP, 83" TUBING, 2 INJECTION SITES, LATEX FREE 50 PER CASE, AMSINO IV #108306, NO SUBS.		CASE	
92	16044	IV EXTENSION SET WITH AMSAFE INJECTION SITE, NEEDLELESS INJECTION SITE, LATEX FREE, 100 PER CASE, AMSINO IV EXTENSION		CASE	
93	16052	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #34136, 1.5oz BOTTLE, 24 BOTTLES PER CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
94	16053	HAND SANITIZER, KLEENEX, ALCOHOL FREE FOAM, KIMBERLY-CLARK ITEM #45827, 18oz BOTTLE, 4 BOTTLES PER CASE, NO SUBS		CASE	
95	16055	ET TUBE INTRODUCER, BOUGIE-TO-GO, ADULT WITH COUDE TIP, 15FR, 60MM, 10/BOX, NO SUBS.		BOX	
96	16057	ELECTRODES MONITORING, AMBU EKG ELECTRODE, BLUE SENSOR SP, HIGHLY CONDUCTIVE WET GEL, GENTLE TO SKIN, 50 PER PACK, #AMBU SP 50, NO SUBS.		PACK	
97	16058	IV PRESSURE INFUSER, INFU-STAT PRESSURE INFUSER, 1000mL, CURAPLEX, DISPOSABLE, 25 PER CASE, #350310		CASE	
98	16059	COLLAR CERVICAL, INFANT, 50 PER CASE, AMBU #264-501, NO SUBS		CASE	
99	16060	COLLAR CERVICAL, PEDIATRIC, 50 PER CASE, AMBU #264-502, NO SUBS.		CASE	
100	16061	COLLAR CERVICAL, NECKLESS, 50 PER CASE, AMBU #264-503, NO SUBS.		CASE	
101	16062	COLLAR CERVICAL, SHORT, 50 PER CASE, AMBU #264-504, NO SUBS.		CASE	
102	16063	COLLAR CERVICAL, REGULAR, 50 PER CASE, AMBU #264-505, NO SUBS		CASE	
103	16064	COLLAR CERVICAL, TALL, 50 PER CASE, AMBU #264-506, NO SUBS.		CASE	
104	16065	TUBE TRACHEAL, RUSCH FLEXI-SET 2.5 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506525, 10 EACH PER		BOX	
105	16066	TUBE TRACHEAL, RUSCH FLEXI-SET 3.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506530, 10 EACH PER		BOX	
106	16068	TUBE TRACHEAL, RUSCH FLEXI-SET 4.0 MM, UNCUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #506540, 10 EACH PER		BOX	
107	16069	TUBE TRACHEAL, RUSCH FLEXI-SET 5.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504550, 10 EACH PER		BOX	
108	16070	TUBE TRACHEAL, RUSCH FLEXI-SET 6.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504560, 10 EACH PER		BOX	
109	16071	TUBE TRACHEAL, RUSCH FLEXI-SET 7.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504570, 10 EACH PER		BOX	
110	16072	TUBE TRACHEAL, RUSCH FLEXI-SET 8.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504580, 10 EACH PER		BOX	
111	16073	TUBE TRACHEAL, RUSCH FLEXI-SET 9.0 MM, CUFFED ENDOTRACHEAL TUBE WITH STYLET AND MURPHY EYE, RUSCH #504590, 10 EACH PER		BOX	
112	16145	PENLIGHT DISPOSABLE, DIAGNOSTIC PENLIGHT WITH PUPIL GAUGE, 6 EACH PER PACK. CURAPLEX 32762		PACK	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
113	16146	SPLINT MULTI-PURPOSE, UNIVERSAL WITH SELF-ADHERENT ADHESIVE WRAP ACTISPLINT WITH SENSI-WRAP, DYNAREX, ROLLED SPLINT 4.5" X 36" WITH		CASE	
114	16147	DRESSING, SAM CHEST SEAL DRESSING, 9.2" X 7.6", DESIGNED FOR OPEN CHEST WOUNDS, LARGE COVERAGE AREA, 2 DRESSINGS PER PACK (NON-VALVE VERSION), LATEX FREE, TRANSPARENT, 5" X 9" PAD. NO SUBS.		PACK	
115	16148	CO2 INDICATOR, FENEM CO2 INDICATOR ATTACHES TO EXHALATION PORT OF RESUSCITATOR BAG, 30 mm I.D., BODY MASS RANGE >1 KG, 2 YEAR SHELF LIFE, LATEX-FREE, 10 EACH PER BOX, CURAPLEX #3015585EA, NO SUBS.		BOX	
116	16171	DRESSING: MULTI-TRAUMA DRESSING, 12" X 30", ONE STERILE DRESSING PER POUCH, LATEX-FREE; 50 PER CASE, DYNAREX, NO SUBS		CASE	
117	16174	BLOOD PRESSURE CUFF, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 MMHG MANOMETER, CHROME PLATED BRASS AIR RELEASE VALVE, LEATHERETTE CARRYING CASE, INFANT, ADC #760-71BK, NO SUBS		EACH	
118	16175	HANDLE V-VAC, LAERDAL V-VAC REPLACEMENT HANDLE, NO SUBS.		EACH	
119	16176	CONNECTOR LAERDAL V-VAC SUCTION UNIT DOUBLE MALE CONNECTORS, PACK OF 10 EACH, NO SUBS.		PACK	
120	16177	ADAPTER TIPS, LAERDAL V-VAC REPLACEMENT ADAPTER TIPS, SUCTION UNIT, 4 EACH PER PACK, NO SUBS.		PACK	
121	16178	CATHETERS LAERDAL V-VAC CATHETERS, SHORT, SUCTION UNIT, 8", 18FR, 4 EACH PER PACK, NO SUBS.		PACK	
122	16179	CARTRIDGE LAERDAL V-VAC REPLACEMENT CARTRIDGE FOR SUCTION UNIT, NO SUBS.		EACH	
123	16182	INFUSION SET, WINGED, SURSHIELD SAFETY WINGED INFUSION SETS, TERUMO, 23ga x 3/4, 3.5" TUBING, SV*S23BLS, PACKED: 50/BOX, NO		BOX	
124	16183	BITE BLOCK - TONGUE DEPRESSOR, UNBREAKABLE, ONE PIECE, EACH PACKAGED IN SANITARY BAG.		EACH	
125	16186	GAUZE PETROLATUM, NON-ADHERING, LATEX FREE, FOIL PACKAGE, STERILE, 3" X 9", DERMA DKC 20056, NO SUBS.		BOX	
126	16187	BANDAGE CONFORMING, GAUZE, SOF- FORM, STERILE, 4" X 75", MEDLINE #NON 25498, 12/BOX.		BOX	
127	16189	ICE PACK, FILLABLE, SMALL WITH VELCRO STRAPS, SECURE-ALL, LATEX FREE, 5" X 12", 15 PER BOX, KIMBERLY CLARK #33595, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
128	16191	WATER STERILE FOR IRRIGATION, USP SEALED OUTER CLOSURE, STERILE SCREW ON INNER CAP, BAXTER, 500 ML, 18 PER CASE, NDC #0338-0004-		CASE	
129	16216	NEEDLE HYPODERMIC, REGULAR BEVEL, 18G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
130	16217	NEEDLE HYPODERMIC, REGULAR BEVEL, 21G X 1 1/2", STERILE, 100/BOX, BECTON DICKINSON, NO SUBS.		BOX	
131	16218	CANNULA INTERLINK VIAL ACCESS, 15 GAUGE, NEEDLESS ACCESS OF A SINGLE DOSE VIAL, BECTON DICKINSON, 303367, NO SUBS, 100/BOX.		BOX	
132	16221	MASK 3M HEALTH CARE PARTICULATE RESPIRATOR AND SURGICAL MASK 1860, NIOSH APPROVED N95, FDA CLEARED, FLUID RESISTANT AND DISPOSABLE, 120/CASE, 3M ITEM ID70070612364, NO SUBS.		CASE	
133	16222	LANCET ACCU-CHEK SAFE-T-PRO LANCET, SINGLE USE, 200/BOX, ROCHE DIAGNOSTICS #03448622001, NO SUBS.		BOX	
134	16242	SEAL DRAW TIGHT, RED, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
135	16243	SEAL DRAW TIGHT, YELLOW, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG., 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
136	16244	SEAL DRAW TIGHT, BLUE, AVERAGE BREAKING STRENGTH 15 LB., PRINTABLE AREA (CAN BE WRITTEN ON W/PERMANENT MARKER), MADE OF NYLON, 100/PKG, 7-7/8" LENGTH, HEALTH CARE LOGISTICS		PKG	
137	16250	LUBRICANT STERILE LUBRICATING JELLY, FOIL PACK, 2.7 GRAM, MEDLINE, 144.BOX.		BOX	
138	16251	PADS ABDOMINAL, ABD PADS, STERILE, LATEX FREE, 5" X 9", MEDLINE, 25/BOX.		BOX	
139	16252	BANDAGE NON-STERILE MATRIX ELASTIC BANDAGES, 4" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE #MDS087004LF.		BOX	
140	16253	BANDAGE NON-STERILE, MATRIX ELASTIC BANDAGES, 2" X 5 YD., VELCRO, LATEX FREE, 10/BOX, MEDLINE ITEM MDS087002LF.		BOX	
141	16258	REMOVER, NAIL POLISH REMOVER PADS, 100/BOX, MEDLINE OR EQUAL		BOX	
142	16261	TAPE TRANSPORE SURGICAL TAPES, 3M HEALTHCARE, CLEAR, POROUS, HYPOALLERGENIC, 1" X 10 YDS, 12/BOX, NO SUBS.		BOX	
143	16262	BANDAGES CURITY ADHESIVE, FLEXIBLE, 2" X 3 1/2", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44102, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
144	16263	BANDAGES CURITY ADHESIVE, FLEXIBLE, CLOTH, 1", 50/BOX, KENDALL HEALTHCARE, PRODUCT #44101, NO SUBS.		BOX	
145	16264	BAGS SMARTSAFE PROPERTY BAGS, 315 MM X 275 MM, SMALL SIZE, DESIGNED TO SECURE, TRACK AND RETURN PERSONAL BELONGINGS, (JEWELRY, MEDICATION, DENTURES), 25/BOX, TSG ASSOCIATES ITEM, NO SUBS.		BOX	
146	16265	TOURNIQUET C-A-T, COMBAT APPLICATION TOURNIQUET, 6.5" L X 2.4" W X 1.5" D, BLACK, NSN #6515-01-521-7976, NO SUBS.		EACH	
147	16268	CLIPPER 3M SURGICAL, CLIPPER STARTER KIT 9667L, KIT CONTAINS 9661L BODY AND 9662L CHARGER STAND, NO SUBS.		EACH	
148	16272	CATHETER ANGIOCATH, 14 GAUGE, 3.25", STERILE, BECTON DICKINSON ITEM #BD382268, 10/BOX.		BOX	
149	16273	SODIUM CHLORIDE 0.9%, 10ML PREFILLED SYRINGE WITH LUER LOCK INDIVIDUALLY PACKAGED, 30 PER BOX, BECTON DICKINSON ITEM #BD306546, NO SUBS.		BOX	
150	16287	GAUZE SPONGES, 12 PLY, 4" X 4", STERILE, LATEX FREE, USP TYPE VII, 50/BX, MEDLINE.		BOX	
151	16300	MASK ADULT 3IN1, INCLUDES MASK WITH FLAPPER VALVE, 7' OXYGEN SUPPLY TUBING & OXYGEN CONNECTOR, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG, HUDSON RCI-TELEFLEX MEDICAL ITEM #1061, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
152	16301	MASK PEDIATRIC NON REBREATHING WITH SAFETY VENT, ADJUSTABLE NOSE CLIP, 750ML RESERVOIR BAG COMPLETE WITH 7' OXYGEN SUPPLY TUBING, HUDSON RCI TELEFLEX MEDICAL ITEM #1058, INDIVIDUALLY PACKAGED 50/CASE.		CASE	
153	16302	MASK INFANT HIGH CONCENTRATION WITH 7' TUBING, HUDSON RCI-TELEFLEX MEDICAL ITEM #395407, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
154	16303	MASK AEROSOL ELONGATED PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1085, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
155	16304	MASK AEROSOL ELONGATED ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1083, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
156	16305	NEBULIZER SMALL VOLUME NEBULIZERS MICRO MIST, CONTAINS: NEBULIZER, TEE, MOUTHPIECE, RESERVOIR TUBE, 7' TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1883, INDIVIDUALLY PACKAGED, 50/CASE. NO SUB		CASE	
157	16306	MASK TRACHEOSTOMY PEDIATRIC, HUDSON RCI-TELEFLEX MEDICAL ITEM #1076, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
158	16307	MASK TRACHEOSTOMY ADULT, HUDSON RCI-TELEFLEX MEDICAL ITEM #1075, MASKS ARE INDIVIDUALLY PACKAGED 50/CASE.		CASE	
159	16308	HUMIDIFIERS AQUAPAK, RESERVOIR BOTTLES HAVE BUILT-IN OXYGEN TUBING CONNECTORS, AQUAPAK 340ML KIT, 340ML OF STERILE WATER, INCLUDES 000-40 HUMIDIFIER ADAPTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #003-40, INDIVIDUALLY PACKAGED 20/CASE.		CASE	
160	16309	CANNULA SOFTECH NASAL, ADULT, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1820, INDIVIDUALLY		CASE	
161	16310	CANNULA SOFTECH NASAL, PEDIATRIC, 7' STAR LUMEN TUBING, STANDARD CONNECTOR, HUDSON RCI-TELEFLEX MEDICAL ITEM #1838, INDIVIDUALLY PACKAGED, 50/CASE.		CASE	
162	16376	SHARP CONTAINER, SHARPS DART, SHARPS CONTAINER WITH ONE TIME LOCKABLE SEAL, 6.5", CURAPLEX, 24/CASE, #64250		CASE	
163	16377	COLD PACK, STANDARD COLD PACK, 5.75" X 9", LATEX FREE, MEDLINE, 24/CASE.		CASE	
164	16380	SPLINT SAM SPLINT, XL, 5.5" X 36", WATERPROOF, REUSABLE, FLATFOLD, RADIOLOGIC SAM MEDICAL PRODUCTS #SP1121XL, 32 PER CASE, NO SUBS		CASE	
165	16382	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, LARGE ADULT MASK, HEAD HARNESS, 7' OXYGEN		BOX	
166	16383	CPAP SYSTEM, FLOW-SAFE II, DISPOSABLE, LATEX FREE, BUILT IN MANOMETER & PRESSURE RELIEF VALVE, SMALL ADULT MASK, HEAD HARNESS, 7' OXYGEN TUBING, GREEN PACKAGE, MERCURY MEDICAL #10-57210, 5 PER BOX, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
167	16407	GAUZE QUIKCLOT, QUIKCLOT COMBAT GAUZE LE, 3" X 4 YARDS, Z-FOLDED, SOFT, WHITE, NONWOVEN, HYDROPHILIC GAUZE IMPREGNATED WITH KAOLIN, ITEM #350, IS PACKAGED IN AN EASY-TEAR POUCH, CONTAINS AN X-RAY DETECTABLE STRIP FOR EASY IDENTIFICATION AND HAS FIVE YEAR EXPIRATION, EACH, NO SUBS.		EACH	
168	16409	GAUZE BANDAGE, STERILE, LATEX FREE, BULKEE II, 4.5" X 4.1 YARDS, MEDLINE #NON25865, 100/CASE.		CASE	
169	16410	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 20 FR, 10/BOX.		BOX	
170	16411	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 22 FR, 10/BOX.		BOX	
171	16412	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 24 FR, 10/BOX.		BOX	
172	16414	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 28FR, 10/BOX.		BOX	
173	16415	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 30 FR, 10/BOX.		BOX	
174	16416	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE INDIVIDUALLY PACKAGED, SIZE 32FR, 10/BOX.		BOX	
175	16417	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 34FR, 10/BOX.		BOX	
176	16418	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 36FR, 10/BOX.		BOX	
177	16419	SYRINGE DISPOSABLE, WITH 1/5ML GRADUATION, STERILE, SINGLE USE, 10ML BD LUER-LOK TIP, BECTON DICKINSON ITEM 309604,		BOX	
178	16420	SYRINGE DISPOSABLE, HAS 1 ML, 3/4 OZ. IN 1/8 OZ GRADUATION, STERILE SINGLE USE, 20 ML BD LUER-LOK TIP, BECTON DICKINSON #302830, 48/BOX, NO SUBS.		BOX	
179	16421	AIRWAY NASOPHARYNGEAL, ROBERTAZZI, LATEX FREE, SOFT & FLEXIBLE, INDIVIDUALLY PACKAGED, SIZE 26 FR, 10/BOX.		BOX	
180	16422	SYRINGE WITH DETACHABLE NEEDLE, 23G X 1" BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 3 ML BD LUER-LOK, BECTON DICKINSON #305782, 50/BOX, NO SUBS.		BOX	
181	16423	SYRINGE WITH DETACHABLE NEEDLE, 27G X 1/2", BD ECLIPSE HYPODERMIC NEEDLE WITH PIVOTING SHIELDING MECHANISM, 1 ML BD LUER-LOK, BECTON DICKINSON #A305789, 50/BOX, NO SUBS.		BOX	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
182	16424	SUCTION UNIT, MECONIUM ASPIRATOR, SINGLE HAND, THUMB PORT, NEOTECH PRODUCT, ELIMINATES MOUTH SUCTIONING OF MECONIUM OF NEWBORNS, 40/BOX, NO SUBS.		BOX	
183	16425	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 8 FRENCH, 50 PER CASE.		CASE	
184	16426	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 10 FRENCH, 50 PER CASE.		CASE	
185	16428	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 14 FRENCH, 50 PER CASE.		CASE	
186	16429	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 16 FRENCH, 50 PER CASE		CASE	
187	16430	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 18 FRENCH, 50 PER CASE.		CASE	
188	16431	YANKAUER, STANDARD BULB TIP WITH CONTROL VENT, SINGLE USE, STERILE, DYNAREX, 50/CASE, NO SUBS.		CASE	
189	16432	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 40MM, SIZE 4, PINK50 PER BAG, DYNAREX OR EQUAL.		CASE	
190	16433	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 50MM, SIZE 5, LT. BLUE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
191	16434	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 60MM, SIZE 6, BLACK 50 PER BAG, DYNAREX OR EQUAL.		CASE	
192	16435	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 70MM, SIZE 7, WHITE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
193	16436	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 80MM, SIZE 8, GREEN 50 PER BAG, DYNAREX OR EQUAL.		CASE	
194	16437	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 90MM, SIZE 9, YELLOW 50 PER BAG, DYNAREX OR EQUAL.		CASE	
195	16438	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 100MM, SIZE 10, PURPLE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
196	16439	AIRWAYS BERMAN, COLOR-CODED, DISPOSABLE, 110MM, SIZE 11, ORANGE 50 PER BAG, DYNAREX OR EQUAL.		CASE	
197	16442	RESTRAINTS LIMB, ADULT, WRIST/ANKLE, 2 D-RINGS, ADJUSTABLE, DISPOSABLE, POLY, WHITE, 48 PER CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
198	16443	SHEET BURN, LARGE, 60" X 96", STERILE, TO PROTECT PATIENT FROM INFECTION, DISPOSABLE, NON-WOVEN, LAMINATED TISSUE FIBERS, RESISTANT TO TEARING, 12 PER CASE.		CASE	
199	16444	CATHETER SUCTION, COILED, GRADUATED WITH CONTROL TIP, FROSTED SURFACE, KINK RESISTANT, SIZE: 12 FRENCH, 50 PER CASE.		CASE	
200	16445	BANDAGE TRIANGULAR, LATEX FREE, POLYBAGGED, 2 SAFETY PINS, 40" X 40" X 56", 12/CASE.		CASE	
201	16447	BLADE 3M SINGLE-USE PIVOTING BLADE 3M #9660, ASSEMBLY FOR CLIPPER 9661L, 50/CASE. NO SUBS.		CASE	
202	16469	BLANKET 100% POLYESTER, DISPOSABLE, GRAY, 60" X 80", DYNAREX 24/CASE, NO SUBS.		CASE	
203	16471	BANDAGE EMERGENCY, FIRST CARE, WHITE, 4" COMPRESSION, STERILE, 100 PER CASE, NO SUBS.		CASE	
204	16472	GLUCOSE 15, ORAL GLUCOSE GEL, 15G GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, GRAPE FLAVOR, NDC #0574-0070-30, OR EQUAL.		CASE	
205	16474	GLUCOSE 15, ORAL GLUCOSE GEL, 15G, GLUCOSE PER TUBE, 3 TUBES PER PACK, 12 PACKS PER CASE, LEMON FLAVOR, NDC #0574-0069-30, NO SUBS.		CASE	
206	16484	TRANSPORT UNIT, GRAHAM MEGAMOVER, WHITE WITH 14 HANDLES 1000 LB CAPACITY, 40" X 80", 10 PER CASE, NO SUBS.		CASE	
207	16488	CUFF BLOOD PRESSURE, AMERICAN DIAGNOSTIC CORPORATION (ADC), BLACK ENAMEL 300 mmHg MANOMETER, CHROME PLATED BRASS AIR RELIEF VALVE, LEATHERETTE CARRYING CASE, CHILD, ADC #760-9CBK, NO SUBS.		EACH	
208	16503	PEDIA TAPE PEDIATRIC EMERGENCY MEASURING TAPE, COLOR-CODED, LAMINATED, MEASURE LENGTH AND ESTIMATE WEIGHT, COMPATIBLE WITH THE MOST-RECENT BROSELOW TAPE, NO SUBS.		EACH	
209	16505	CONNECTOR 02, NIPPLE/NUT, SWIVEL, GREEN, BARB ADAPTER, FOR CONNECTING OXYGEN MASKS OR CANNULA TO OXYGEN FLOWMETER, 50/BAG.		BAG	
210	16513	CANISTER, SUCTION, HI-FLOW SUCTION CANISTERS WITH AEROSTAT FILTERS AND FLOAT VALVE SHUTOFF, 800CC WITH 6' CONNECTING TUBE, BEMIS, PRODUCT #8002K 055, 50/CASE, NO SUBS.		CASE	

LINE #	ITEM	DESCRIPTION	MAKE/MODEL	UOM	PRICE
211	16514	TUBE, VACUUM, LAERDAL SUCTION UNIT, LCSU 4, LAERDAL #886106, EACH, NO SUBS.		EACH	
212	16517	NASAL ATOMIZER, INTRANASAL MUCOSAL ATOMIZATION DEVICE, LMA MAD NASAL, TELEFLEX #MAD300, 25/BOX.		BOX	
213	16523	SENSI WRAP, DYNAREX, SELF-ADHERENT, LATEX FREE, 2" X 5 YDS, RAINBOW COLOR, 36 PER CASE, NO SUBS.		CASE	
214	17377	STETHOSCOPE PLATINUM PEDIATRIC, ADSCOPE 614, PEDIATRIC, OVERALL LENGTH 30.5", ADC (AMERICAN DIAGNOSTIC CORPORATION) ITEM #614P, COLOR-PINK, NO SUBS.		EACH	
215	17518	SODIUM CHLORIDE, 0.9% SODIUM CHLORIDE INJECTION USP 500 ML BAG (24/CASE) BRAND OR MANUFACTURER MAY BE BRAUN, BAXTER, OR HOSPIRA. NO SUBS.		CASE	
216	17519	TUBING ADAPTER, HUDSON RCI (MFR#1423), 22 MM 10 X 5-7 MM TAPERED NIPPLE, 50/CASE. NO SUBS.		CASE	
217	17728	WIPE, GERMICIDAL, SUPER SANI-CLOTH GERMICIDAL DISPOSABLE WIPE, LARGE CANISTER, CONTAINS 160 WIPES, 6" x 6.75", P. D. I., SKU #Q55172, CASE, 12 CANISTERS PER CASE, NO SUBS.		CASE	
218	16188	GAUZE SPONGE, 4"x4", 4 PLY, NON-STERILE, 200/PACK, MEDLINE NON25444.		PACK	
219	17666	STAT-PADZ II ELECTRODE, 12/CASE, ZOLL - 8900-0802-01.		CASE	
220	17663	FILTERLINE SET (ADULT/PEDIATRIC), (25 PER BOX) - ZOLL 8300-0520-01.		BOX	



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

**Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.**

Be sure to sign your bid!

**Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644**

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 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 Beard Equipment Company fo2 72-inch John Deere 1550 rotary deck mowers for Azalea City Golf Course.

Amount of Contract:

\$51,940.00

Funding Source

Capital Equipment - Parks and Recreation

ATTACHMENTS:

1. 20250421 Beard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for 2 72-inch John Deere 1550 rotary deck mowers for Azalea City Golf Course.
Capital Equipment - Parks and Recreation

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$51,940.00

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 5941

How many bidders received bid packages (if applicable): 6+ web

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 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>21160</u>	2025	(F6130) AZALEA CITY GOLF COURSE	2 72IN JOHN DEERE 1550 ROTARY DECK MOWERS FOR AZALEA CITY GOLF COURSE (SEALED BID 5941)	\$51,940.00	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 1
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Vendor BEARD EQUIPMENT COMPANY 2480 E I-65 SERVICE RD N	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---	---

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: ROTARY DECK MOWER, 72" DECK, REAR DISCHARGE VENDOR TO PROVIDE DEERE 1550 TERRAINCUT MOWER WITH DEERE 72" FASTBACK PRO COMMERCIAL REAR DISCHARGER DECK. AS PER CITY OF MOBILE BID #5941 AND YOUR QUOTE Vendor Item	2.00 EACH	25970.00000	51940.00

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	51940.00
---	----------

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	51940.00
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***** Project Ledger Summary Section *****
Account

Amount Remaining Budget

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021160-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Released	Page 2
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Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
E E0022	.CAPEQUIPMT.		51940.00	145276.98

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

51940.00

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	04/21/25	JOHN PAINE	GL Allocation changed
Approved	03/12/25	KIM CARMODY	Auto approved by: 91055604
Approved	03/12/25	DANIEL OTTO	
Approved	04/21/25	KIM CARMODY	
Approved	04/21/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/12/25	BRENDA RHODES	
Approved	03/12/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/12/25	RELYA MALLORY	Auto approved by: 910511034
Queued	04/21/25	BRENDA RHODES	Auto approved by: 910511034
Queued	04/21/25	TIFFANY HOLLINS	Auto approved by: 910511034
Queued	04/21/25	RELYA MALLORY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		STEVEN KRONINGER	Auto approved by: 910511034
Pending		SAMANTHA COOLEY	Auto approved by: 910511034
Pending		CLAUDE BUERGER IV	Auto approved by: 910511034
Pending		ANNE FOLEY	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

=====	=====
Bill To	Requisition 00021160-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
BEARD EQUIPMENT COMPANY
2480 E I-65 SERVICE RD N

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
03/12/25	022254				AZALEA CITY GOLF COURSE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

BID TABULATION FOR BID #5922
72IN OUT FRONT ROTARY MOWER – GOLF COURSE

VENDOR	PRICE	MODEL
Beard Equipment	\$25,970.00	DEERE 1550
Jerry Pate Turf & Equipment	\$29,448.52	TORO 3200D

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: lw Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/28/2025	5941	Golf Course	To Be Specified

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

12:01 PM, Friday, April 18, 2025

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
2-3 EA	72" OUT FRONT ROTARY MOWER FOR GOLF COURSE 72" Out Front Rotary Mower Toro 3200-D or John Deere 1550 or Equal as per the following and attached specifications. Mower: Make _____ Model _____ Year _____ Hours _____ Vendor shall be responsible to deliver mower to the City of Mobile. State warranty. City of Mobile Business License Required. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

Page 1 of 2

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

Phone Number _____

Email Address _____

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

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

Firm Name _____

Signature _____

Type or Print Name _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 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. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. TO BE AWARDED ALL OR NONE.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Azalea City Golf Course
City of Mobile
Mobile, AL

SPECIFICATIONS FOR 72-INCH, OUT-FRONT, ROTARY MOWER

John Deere 1550, Toro 3200-D or equal
New – current year model

- Engine: 3-cylinder, 4-cycle, liquid cooled 24-horsepower diesel engine with 12-volt electric start
- Fuel capacity: 12 gallons minimum
- Controls: Hand operated throttle, PTO switch, hydraulic switch for lift /lower of implement, foot operated forward/reverse traction pedal
- Gauges: Fuel gauge, engine coolant temperature gauge and hour meter, indicator light for high engine coolant temperature, low engine oil pressure, ammeter, glow plugs
- Electrical: 12-volt automotive type electrical system, dash mounted ignition switch, 40-amp alternator. PTO, seat, and traction interlock safety switches
- Transaxle: Two-wheel drive, variable speed, axial position, hydrostatic in-line transmission; charge circuit hydraulics with 25 micron filtration provide hydraulic flow for power and implement lift
- Ground speed: 0 – 12 mph
- Implement lift: Two 2.5" hydraulic cylinders operate lift arms
- Steering: Steering valve controls single hydraulic steering cylinder, steering system is single tie rod type, tilt steering wheel with single lever control, 14-inch diameter steering wheel
- Tires/wheels: Two front traction drive tires: 23 x 10.5-12, turf tread, 4-ply rating
Two rear steering tires: 16 x 6.5-8, turf tread, 4 ply rating
- Brakes: parking brakes on front traction wheels, dynamic braking through traction drive
- Seat: Deluxe adjustable air ride seat
- Warranty: Two-year period

Mowing deck: 72-inch, rear discharge, 3-blade deck, mounted at the front of the mower (not "mid-mount" or "belly" mower)

Height of cut: 1 - 6 inches in 0.5-inch increments with spacers on the caster shafts

Construction of deck: 7 gauge steel, 5.5 inch deep, welded construction, flip up deck

Cutter drive: Isolation mounted PTO driven gearbox, 1.25" diameter spindle shafts, protected by rugged 9" conical spindle housing, turn on two greaseable tapered roller bearings (greaseable from top of deck), a positive splined connection attaches pulleys to spindle shafts

Caster Wheels: Two front and two rear caster wheels consisting of hard rubber or foam filled tires with roller bearings

Deck Covers: Quick-release covers

Additional equipment: Rear weight kit

Vendor to provide owner's manual, service manual, and parts manual in both digital and printed formats.

Vendor must have a full service center within 75 miles of the City of Mobile which has in stock commonly used parts and is capable of making any and all repairs to this unit.



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific **BID** published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 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 Beard Equipment Company for one John Deere 1220 Sand Bunker Rake and one Dakota 410 Sand Topdresser for Azalea City Golf Course.

Amount of Contract:

\$55,382.52

Funding Source

Capital -Equipment Parks and Recreation.

ATTACHMENTS:

1. 20250424 Beard Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Beard Equipment Company

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Beard Equipment Company for one John Deere 1220 Sand Bunker Rake and one Dakota 410 Sand Topdresser for Azalea City Golf Course.
Capital -Equipment Parks and Recreation.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$55,382.52

FUNDING SOURCE:

Budget Item: See Requisitions 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 5942

How many bidders received bid packages (if applicable): 15+web

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 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>21099,</u> <u>21164</u>	2025	(F6130) AZALEA CITY GOLF COURSE	JOHN DEERE 1220 SAND BUNKER RAKE AND DAKOTA 410 SAND TOPDRESSER FOR AZALEA CITY GOLF COURSE (SEALED BID 5942)	\$55,382.52	<u>(22254) BEARD EQUIPMENT COMPANY</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021099-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor BEARD EQUIPMENT COMPANY 2480 E I-65 SERVICE RD N	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---	---

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: GOLF SAND BUNKER RAKE VENDOR TO PROVIDE DEERE 1220 SAND BUNKER RAKE AS PER MY BID #5942 AND YOUR QUOTE Vendor Item	1.00 EACH	31964.52000	31964.52

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	31964.52
---	----------

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Requisition Link

Requisition Total	31964.52
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	31964.52	145568.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021099-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/10/25	022254				AZALEA CITY GOLF COURSE

Account Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget Amount Remaining Budget 31964.52 EQUIPMENT (GREATER \$5000)
--	--

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021164-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor BEARD EQUIPMENT COMPANY 2480 E I-65 SERVICE RD N	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
---	---

MOBILE, AL 36617

Tel#251-330-7721
Fax 251-330-4680

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: GOLF GREENS SAND TOPDRESSER VENDOR TO PROVIDE DAKOTA 410 TURF TENDER AS PER CITY OF MOBILE BID #5942 AND YOUR QUOTE Vendor Item	1.00 EACH	23418.00000	23418.00

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	23418.00
---	----------

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	23418.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	23418.00	145568.50

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021164-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
---	--

Page 2

Vendor
 BEARD EQUIPMENT COMPANY
 2480 E I-65 SERVICE RD N

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

MOBILE, AL 36617

Tel#251-330-7721
 Fax 251-330-4680

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	022254				AZALEA CITY GOLF COURSE

Account Account 2000.80.00.0000.0000.0000.0000.47010. CAPITAL IMPROVEMENTS FUND EXP	Amount Remaining Budget Amount Remaining Budget 23418.00 EQUIPMENT (GREATER \$5000)
---	---

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Approved	03/12/25	KIM CARMODY	
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Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

BID TABULATION FOR BID #5942

TURF EQUIPMENT

	Beard Equipment	Jerry Pate Turf & Irrigation
Sand Bunker Rake	\$31,964.52	\$36,098.46
Utility Cart – Club Car 502	\$12,345.03 (Deere TX 4x2 did not meet spec)	\$15,299.53
Drop-In Cooler/Portable Refreshment Center	\$5,220.00	\$3,718.10
Utility Cart - Club Car 502 with Driving Range Kit	\$22,808.22	\$20,941.02
Greens Roller	\$20,845.00 (Deere 404G did not meet spec)	\$25,325.96
Greens Top Dresser	\$23,418.00	\$23,616.86

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

**Purchasing Department
and Package Delivery:**

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
04/01/2025	5942	To Be Announced	To Be Specified

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

12:01 PM, Friday, April 18, 2025

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		TURF EQUIPMENT TO INCLUDE SAND BUNKER RAKE, UTILITY CARTS, UTILITY CART WITH DRIVING RANGE KIT GREENS ROLLER, SPINNER TYPE TOW BEHINDD GREENS TOP DRESSER.					
Appx 1-2		Sand Bunker Rake. Toro Sand Pro 5040 or equal. Make _____ Model _____					
Appx 3-5		Utility Cart, Gasoline-Powered, Club Car Model 502 or equal. Make _____ Model _____					
Appx 1-3		Drop-In Cooler/Portable Refreshment Center to hold 360 (12 ounce) Beverages with 80 Pounds of Ice. Make _____ Model _____					
Appx 1-2		Utility Cart, Gasoline-Powered with Driving Range Kit Club Car Model 502 with Driving Range Kit or equal. Make _____ Model _____					
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 _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
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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 Appx 1-2 Greens Roller, Salsco Model HP11 or equal. Make _____ Model _____ Appx 1-2 Greens Top Dresser Tow-Behind Spinner Type Dakota Turf Tender Model 410 or equal. Make _____ Model _____ Must provide literature and specification on product bid. Upon award, the City will purchase one of each of the above products. If necessary, a demonstration may be required before award of the bid. If a demo is requested by the Purchasing Department of the City of Mobile, vendor shall provide within five (5) business days of the request of the Purchasing Department. All items must be new and unused with '0' hours. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. See reverse side of page 1 of Bid for instructions and conditions. If you have any questions, please contact the Purchasing Department at purchasing@cityofmobile.org. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SAND BUNKER RAKE - Toro Sand Pro 5040 or equal**

- Model: unit must be current year model with 0 hours
- Engine: V-twin cylinder, air cooled, OHV, gasoline engine, 18-horsepower with remote mounted air cleaner
- Fuel capacity: 5 gallons
- Controls: Hand operated choke & throttle, foot operated forward/reverse traction pedal, hand operated lever to raise/lower rear implement
- Electrical: 12-volt automotive type electrical system. 300 cold cranking amp battery. dash mounted ignition switch
- Transaxle: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3-wheel drive, parallel hydraulic system
- Ground speed: 0 – 10 mph in forward and 0 – 4 mph in reverse.
- Steering: Hydraulic power front wheel steering with zero turning radius.
- Brakes: Parking brake by hand lever, dynamic braking through traction drive.
- Seat: Deluxe adjustable seat.
- Main Frame: Tricycle vehicle with welded tubular steel frame
- Warranty: Two-year limited warranty.
- Accessories: Rear Quick Attach System
Rear mount tooth rake with cultivators/teeth to break up sand.
Front mount dozer blade, lifted/lowered by manual hand lever.
Mid mount toolbar with weeder tine attachment and leveling blade
Front and rear light kit.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (filters, tires, tines, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE

**Club Car 502 or equal
New - current year model**

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, black canopy top, tailgate tether, front cowl & trim to be green in color

OPTIONAL ACCESSORY:

- Drop-in cooler which fits in utility bed. Club Car "Portable Refreshment Center" or equal which accommodates up to 360, 12-ounce beverages and 80 pounds of ice.

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
WITH DRIVING RANGE ENCLOSURE KIT**

Club Car 500 or equal
New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge & hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, tailgate tether, front cowl & trim to be green in color

ACCESSORY:

- Driving range enclosure kit (front brush guard & headlight guard) and push bar for use with Easy Picker ball picker currently in use by Azalea City Golf Course

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR GREENS ROLLER
Salsco HP11 or equal
New – current year model

Azalea City Golf Course requests the purchase of one greens roller with transport trailer with the following minimum specifications:

- Engine = 13 horsepower Honda gas engine with 12-volt electric start
- Fuel capacity = 5 gallons
- Traction drive = hydraulic pump to 2 hydrostats (one for each roller)
- Rollers = two oscillating rollers driven for positive traction, 10 inches diameter, 36-inch width with beveled ends.
- Steering system = hydraulic powered steering.
- Ground speed = 0 - 11 mph.
- Weight = less than 650 pounds
- Traction unit shall be able to climb a 40-degree slope.
- Compaction = without water = 4.2 PSI, with water added to rollers = 5.6 PSI.
- Transport trailer with tailgate style ramp shall be constructed with a steel tube axle and tongue and be equipped with a 1/3" thick rubber mat on the tailgate & trailer floor. It shall also include a swivel jack stand.
- Warranty shall be for a period of five years.
- Other accessories to be included: rotary brush kit to disperse debris from rollers while in use, deluxe seat with arm rests and LED light kit; topdress brush kit which includes full length brushes which can be lifted when not in use, these brushes shall be mounted on the outside of both roller drums

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SPINNER TYPE, TOW-BEHIND GREENS TOPDRESSER**
Dakota Turf Tender Model 410 or equal
New – current year model

Engine:	11-horsepower, electric start, gasoline engine
Controls:	electric over hydraulic machine controls mounted in the vehicle which operate: • <u>speed</u> & <u>on/off</u> for the spinners • speed & on/off for the belt • engine start/stop & throttle control
Tires:	4-ply, 24 x 13 x 12; turf, chevron, or ultra-trac tread
Capacity:	1 cubic yard hopper
Hitch:	Pin type, adjustable hitch
Accessories:	jack stand
Warranty:	Two-year limited warranty

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific BID published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order(s) to Jerry Pate Turf & Irrigation for four Club Cart Utility Carts and one Greens Roller for Azalea City Golf Course.

Amount of Contract:

\$92,165.57

Funding Source

Capital -Equipment Parks and Recreation.

ATTACHMENTS:

1. 20250424 Pate Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order(s) to Jerry Pate Turf & Irrigation Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order(s) to Jerry Pate Turf & Irrigation for four Club Cart Utility
Carts and one Greens Roller for Azalea City Golf Course.
Capital -Equipment Parks and Recreation.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$92,165.57

FUNDING SOURCE:

Budget Item: See Requisitions 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 5942

How many bidders received bid packages (if applicable): 15+web

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 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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>21162,</u> <u>21165,</u> <u>21167</u>	2025	(F6130) AZALEA CITY GOLF COURSE	FOUR CLUB CAR UTILITY CARTS AND ONE GREENS ROLLER FOR AZALEA CITY GOLF COURSE (SEALED BID 5942)	\$92,165.57	<u>(101098) JERRY PATE TURF & IRRIGATION INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021162-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF COURSE MAINT TOOL/EQUIP: GOLF GREENS ROLLER. VENDOR TO PROVIDE SALSCO MODEL HP-11 ROLLER AS PER CITY OF MOBILE BID #5942 This is a firm, fixed price amount as quoted by vendor. Any vendor request for price adjustments at delivery are subject to city cancellation of this purchase, at no penalty to the city, and city competitive rebid, at the city's sole discretion. Vendor Item	1.00 EACH	25325.96000	25325.96
1	2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.			25325.96

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021162-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				25325.96

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	25325.96	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	25325.96	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____
 Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021165-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
001 GOLF COURSE MAINT TOOL/EQUIP: UTILITY CART WITH DRIVING RANGE KIT VENDOR TO PROVIDE CLUB CAR CARRYALL 500 GAS WITH RANGE KIT AS PER CITY OF MOBILE BID \$5942 This is a firm, fixed price amount as quoted by Vendor. Any Vendor request for price adjustments at delivery are subject to City cancellation of this purchase, at no penalty to the City, and City competitive rebid, at the City's sole discretion. Vendor Item	1.00 EACH	20941.02000	20941.02

1 2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.	20941.02
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Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021165-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved
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Page 2

Vendor
 JERRY PATE TURF & IRRIGATION INC
 301 SCHUBERT DRIVE

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

PENSACOLA, FL 32504

MOBILE, AL 36608

Tel#800-700-7001
 Fax 850-484-8596

Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Total 20941.02

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT.	20941.02	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	20941.02	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/13/25	RELYA MALLORY	Auto approved by: 910511034
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____

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Bill To	Requisition 00021165-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
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Vendor
JERRY PATE TURF & IRRIGATION INC
301 SCHUBERT DRIVE

PENSACOLA, FL 32504

Tel#800-700-7001
Fax 850-484-8596

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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03/12/25	101098				AZALEA CITY GOLF COURSE
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LN Description / Account	Signature	Qty	Unit Price	Net Price
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021167-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 1
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
001	GOLF COURSE MAINT TOOL/EQUIP:UTILITY CART VENDOR TO PROVIDE CLUB CAR CARRYALL 502 GAS AS PER CITY OF MOBILE BID #5942 This is a firm, fixed price amount as quoted by vendor. Any Vendor request for price adjustments at delivery are subject to City cancellation of this purchase, at no penalty to the City, and City competitive rebid, at the City's sole discretion. Vendor Item	3.00 EACH	15299.53000	45898.59
1	2000.80.00.0000.0000.0000.0000.47010. E E0022 .CAPEQUIPMT.			45898.59

Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
 Delivery Reference
 BRIAN AARON, CGCS

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00021167-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.47010. Review: Buyer: Status: Approved	Page 2
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Vendor JERRY PATE TURF & IRRIGATION INC 301 SCHUBERT DRIVE PENSACOLA, FL 32504 Tel#800-700-7001 Fax 850-484-8596	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	101098				AZALEA CITY GOLF COURSE

LN Description / Account	Qty	Unit Price	Net Price
Requisition Link			
Requisition Total			45898.59

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

Account	Amount	Remaining Budget
E E0022 .CAPEQUIPMT. .	45898.59	143728.89

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.	45898.59	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	03/12/25	KIM CARMODY	
Approved	03/12/25	DANIEL OTTO	Auto approved by: 910520521
Approved	03/13/25	BRENDA RHODES	
Approved	03/13/25	TIFFANY HOLLINS	Auto approved by: 910511034
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Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	CLAUDE BUERGER IV	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00021167-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
JERRY PATE TURF & IRRIGATION INC
301 SCHUBERT DRIVE

PENSACOLA, FL 32504

Tel#800-700-7001
Fax 850-484-8596

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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03/12/25	101098				AZALEA CITY GOLF COURSE
-----	-----	-----	-----	-----	-----

LN Description / Account	Signature	Qty	Unit Price	Net Price
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BID TABULATION FOR BID #5942

TURF EQUIPMENT

	Beard Equipment	Jerry Pate Turf & Irrigation
Sand Bunker Rake	\$31,964.52	\$36,098.46
Utility Cart – Club Car 502	\$12,345.03 (Deere TX 4x2 did not meet spec)	\$15,299.53
Drop-In Cooler/Portable Refreshment Center	\$5,220.00	\$3,718.10
Utility Cart - Club Car 502 with Driving Range Kit	\$22,808.22	\$20,941.02
Greens Roller	\$20,845.00 (Deere 404G did not meet spec)	\$25,325.96
Greens Top Dresser	\$23,418.00	\$23,616.86

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 04/01/2025	BID NO. 5942	DEPARTMENT To Be Announced	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, April 18, 2025

QUANTITY		ARTICLES	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents
		TURF EQUIPMENT					
		TO INCLUDE SAND BUNKER RAKE, UTILITY CARTS, UTILITY CART WITH DRIVING RANGE KIT GREENS ROLLER, SPINNER TYPE TOW BEHINDD GREENS TOP DRESSER.					
Appx 1-2		Sand Bunker Rake. Toro Sand Pro 5040 or equal. Make _____ Model _____					
Appx 3-5		Utility Cart, Gasoline-Powered, Club Car Model 502 or equal. Make _____ Model _____					
Appx 1-3		Drop-In Cooler/Portable Refreshment Center to hold 360 (12 ounce) Beverages with 80 Pounds of Ice. Make _____ Model _____					
Appx 1-2		Utility Cart, Gasoline-Powered with Driving Range Kit Club Car Model 502 with Driving Range Kit or equal. Make _____ Model _____					
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 _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

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

Page _____ of _____

Page 1035 of 1223

Page _____ of _____

Page 1036 of 1223

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SAND BUNKER RAKE - Toro Sand Pro 5040 or equal**

- Model: unit must be current year model with 0 hours
- Engine: V-twin cylinder, air cooled, OHV, gasoline engine, 18-horsepower with remote mounted air cleaner
- Fuel capacity: 5 gallons
- Controls: Hand operated choke & throttle, foot operated forward/reverse traction pedal, hand operated lever to raise/lower rear implement
- Electrical: 12-volt automotive type electrical system. 300 cold cranking amp battery. dash mounted ignition switch
- Transaxle: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3-wheel drive, parallel hydraulic system
- Ground speed: 0 – 10 mph in forward and 0 – 4 mph in reverse.
- Steering: Hydraulic power front wheel steering with zero turning radius.
- Brakes: Parking brake by hand lever, dynamic braking through traction drive.
- Seat: Deluxe adjustable seat.
- Main Frame: Tricycle vehicle with welded tubular steel frame
- Warranty: Two-year limited warranty.
- Accessories: Rear Quick Attach System
Rear mount tooth rake with cultivators/teeth to break up sand.
Front mount dozer blade, lifted/lowered by manual hand lever.
Mid mount toolbar with weeder tine attachment and leveling blade
Front and rear light kit.

Vendor shall provide parts, service, and owner's manuals in both paper form and electronic form. Vendor shall also include set-up, delivery, and up to one hour of operator training.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile that (1) is capable of making any and all repairs to this unit and (2) has an ample supply of commonly used parts in stock (filters, tires, tines, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE

**Club Car 502 or equal
New - current year model**

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge, hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, black canopy top, tailgate tether, front cowl & trim to be green in color

OPTIONAL ACCESSORY:

- Drop-in cooler which fits in utility bed. Club Car "Portable Refreshment Center" or equal which accommodates up to 360, 12-ounce beverages and 80 pounds of ice.

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR UTILITY VEHICLE
WITH DRIVING RANGE ENCLOSURE KIT**

Club Car 500 or equal
New - current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15 mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000-hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = steering wheel with memo clip, manual bed dump, LED headlights, electronic fuel gauge & hour meter, low oil warning light, 2 cup holders, heavy duty 2-inch receiver hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, tailgate tether, front cowl & trim to be green in color

ACCESSORY:

- Driving range enclosure kit (front brush guard & headlight guard) and push bar for use with Easy Picker ball picker currently in use by Azalea City Golf Course

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

MINIMUM SPECIFICATIONS FOR GREENS ROLLER
Salsco HP11 or equal
New – current year model

Azalea City Golf Course requests the purchase of one greens roller with transport trailer with the following minimum specifications:

- Engine = 13 horsepower Honda gas engine with 12-volt electric start
- Fuel capacity = 5 gallons
- Traction drive = hydraulic pump to 2 hydrostats (one for each roller)
- Rollers = two oscillating rollers driven for positive traction, 10 inches diameter, 36-inch width with beveled ends.
- Steering system = hydraulic powered steering.
- Ground speed = 0 - 11 mph.
- Weight = less than 650 pounds
- Traction unit shall be able to climb a 40-degree slope.
- Compaction = without water = 4.2 PSI, with water added to rollers = 5.6 PSI.
- Transport trailer with tailgate style ramp shall be constructed with a steel tube axle and tongue and be equipped with a 1/3" thick rubber mat on the tailgate & trailer floor. It shall also include a swivel jack stand.
- Warranty shall be for a period of five years.
- Other accessories to be included: rotary brush kit to disperse debris from rollers while in use, deluxe seat with arm rests and LED light kit; topdress brush kit which includes full length brushes which can be lifted when not in use, these brushes shall be mounted on the outside of both roller drums

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

City of Mobile
Mobile, AL

**MINIMUM SPECIFICATIONS FOR
SPINNER TYPE, TOW-BEHIND GREENS TOPDRESSER**
Dakota Turf Tender Model 410 or equal
New – current year model

Engine:	11-horsepower, electric start, gasoline engine
Controls:	electric over hydraulic machine controls mounted in the vehicle which operate: • <u>speed</u> & <u>on/off</u> for the spinners • speed & on/off for the belt • engine start/stop & throttle control
Tires:	4-ply, 24 x 13 x 12; turf, chevron, or ultra-trac tread
Capacity:	1 cubic yard hopper
Hitch:	Pin type, adjustable hitch
Accessories:	jack stand
Warranty:	Two-year limited warranty

Vendor shall provide a parts, service and owner's manual in both printed/paper form and electronic/digital form.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).



PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any **ADDENDUMS** that are issued. It is the responsibility of the **BIDDER** to check for, download, and include with their **BID RESPONSE** any and all **ADDENDUMS** that are issued for a specific BID published by the City of Mobile. Failure to download and include **ADDENDUMS** in your **BID RESPONSE** may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 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 Siteone Landscape Supply LLC for Rainbird Irrigation System controllers, sensors, ethernet catridges, pedestals and cabinets for MPRD.

Amount of Contract:

\$76,170.00

Funding Source

Capital - Irrigation System Modernization

ATTACHMENTS:

1. 20250424 Siteone Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 29 April 2025 Date Item No. _____

Submitted by: Procurement Department John Paine, Purchasing Agent Department Head

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Siteone Landscape Supply LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Siteone Landscape Supply LLC for Rainbird Irrigation
System controllers, sensors, ethernet catridges, pedestals and cabinets for MPRD.
Capital - Irrigation System Modernization

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$76,170.00

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: Buyboard 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>20929</u>	2025	(2012) PARKS MAINTENANCE	RAINBIRD IRRIGATION SYSTEM CONTROLLERS, SENSORS, ETHERNET CARTRIDGES, PEDESTALS, AND CABINETS FOR MPRD (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$76,170.00	<u>(293780)</u> <u>SITEONE</u> <u>LANDSCAPE</u> <u>SUPPLY LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
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Page 1

Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER BUYBOARD CONTRACT 705-23 AND YOUR QUOTE 7948641 RAIN BIRD CONTROLLER NEXT GEN TRADITIONALLY WIRED INDOOR/OUTDOOR 12 STATION PLASTIC WALL MOUNT ENCLOSURE, SITEONE# ESPLXME2. QUOTE ATTACHED FOR ALL LINES- BID # 7498641	36.00 EACH	475.00000	17100.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			17100.00
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

002	RAIN BIRD EXPANSION MODULE 12 STATION FOR ESPLX CONTROLLER, SITEONE# ESPLXMSM12	12.00 EACH	175.00000	2100.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved	Page 2
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Vendor SITEONE LANDSCAPE SUPPLY LLC 1560 CODY ROAD SOUTH MOBILE, AL 36695 Tel#251-639-1565 Fax 251-666-5996	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 HANKINSC@CITYOFMOBILE.ORG Delivery Reference CATHY HANKINS Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			2100.00

Ship To
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 MOBILE, AL 36607
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 48 N. SAGE AVE.
 MOBILE, AL 36607

003	RAIN BIRD RAIN/FREEZE SENSOR WIRELESS W/CONTROLLER INTERFACE, SITEONE# WR2RFC	36.00 EACH	70.00000	2520.00
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1	2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			2520.00
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Ship To
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 48 N. SAGE AVE.
 MOBILE, AL 36607
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Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
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Page 3

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
 Fax 251-666-5996

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

004 Iq NETWORK COMM CARTRIDGE-ETHERNET, SITEONE# IQNCEN	36.00 EACH	1450.00000	52200.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.		52200.00
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Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607
 Delivery Reference
 CATHY HANKINS

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.
 MOBILE, AL 36607

005 RAIN BIRD METAL CABINET FOR ESPLX CONTROLLER, SITEONE# LXMM	2.00 EACH	475.00000	950.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.		950.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved
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Page 4

Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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 48 N. SAGE AVE.

MOBILE, AL 36695

MOBILE, AL 36607
 HANKINSC@CITYOFMOBILE.ORG

Tel#251-639-1565
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
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 MOBILE, AL 36607

006 RAIN BIRD METAL PEDESTAL FOR ESPLX CONTROLLER, SITEONE# LXMPED	2.00 EACH	650.00000	1300.00
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1 2000.80.00.0000.0000.0000.0000.44020. E C0500 .OPERSUPPLS.			1300.00
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Vendor
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03/05/25	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total 76170.00

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

Account	Amount	Remaining Budget
E C0500 .OPERSUPPLS.	76170.00	201690.56

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.44020.	76170.00	

CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	03/05/25	KIM CARMODY	Automatic Forward to 91055604
Approved	03/05/25	DANIEL OTTO	
Approved	03/05/25	BRENDA RHODES	
Approved	03/05/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/05/25	RELYA MALLORY	Auto approved by: 910511034
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij
Approved	04/24/25	DONALD ROSE	Auto approved by: 9105paij
Approved	04/24/25	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/24/25	STEVEN KRONINGER	Auto approved by: 9105paij
Approved	04/24/25	SAMANTHA COOLEY	Auto approved by: 9105paij
Approved	04/24/25	ANNE FOLEY	Auto approved by: 9105paij
Approved	04/24/25	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00020929-00 FY 2025 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: Status: Approved	Page 6
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Vendor
 SITEONE LANDSCAPE SUPPLY LLC
 1560 CODY ROAD SOUTH

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Tel#251-639-1565
 Fax 251-666-5996

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MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/05/25	293780				PARKS MAINTENANCE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____		Date: _____	
Signature			

April 20, 2025

Sent via email to: bids@siteone.com

Monique Potts
SiteOne Landscape Supply
1385 East 36th Street
Cleveland, OH 44114

Re: Grounds Maintenance Equipment, Parts, and Supplies
BuyBoard Contract 706-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Grounds Maintenance Equipment, Parts, and Supplies, Contract 706-23, for which the current term is set to expire May 31, 2025. At this time, the BuyBoard is renewing your contract through May 31, 2026. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

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. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, 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 the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard 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 BuyBoard, 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 BuyBoard its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, BuyBoard's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2023 Chevrolet Tahoe for Municipal Garage

Amount of Contract:

\$17,288.67

Funding Source

General fund - motor pool

ATTACHMENTS:

1. 20250419 UJ Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

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

Agenda of: 29 April 2025
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to UJ Chevrolet Co Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to UJ Chevrolet Co Inc for wreck repairs to 2023 Chevrolet
Tahoe for Municipal Garage
General fund Motor Pool

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$17,288.67

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: Price below bid requirement

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>22866</u>	2025	(2050) FLEET MAINTENANCE – GARAGE	WRECK REPAIR FOR 2023 CHEVROLET TAHOE (PRICE BELOW BID REQUIREMENT)	\$17,288.67	<u>(210000) UJ</u> <u>CHEVROLET CO</u> <u>INC</u>

Adopted:

City Clerk

===== Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00022866-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved Page 1
--	--

Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference D. HILL
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/11/25	210000				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
General Notes			

NGPO#:PR-01348			
001 00110-wreck Repair	1.00	17288.67000	17288.67
	LOT		
Additional Description Notes			

ESTIMATE 1c5e3fda			
1 7000.40.20.0000.0000.2070.0000.0000.45050.			17288.67

Ship To
MUNICIPAL GARAGE ATTN: SEAN
770 GAYLE STREET
MOBILE, AL 36604

Deliver To

[Requisition Link](#)

Requisition Total 17288.67

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.45050.		
MOTOR POOL EXP	17288.67	9812656.33
REPAIR PARTS		

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

Activity	Date	Clerk	Comment
----------	------	-------	---------

===== Bill To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Requisition 00022866-00 FY 2025 Acct No: 7000.40.20.0000.0000.2070.0000.0000.45050. Review: Buyer: 910519540 Status: Approved Page 2
--	--

Vendor U J CHEVROLET CO INC 7581 AIRPORT BLVD MOBILE, AL 36608 Tel#251-633-3321 Fax 251-452-0066	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 sean.clark@cityofmobile.org Delivery Reference D. HILL
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/11/25	210000				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
Approved	04/16/25 TRAVESIA AGEE	Auto approved by:	910519589	
Approved	04/16/25 CHARLES SUMRALL			
Approved	04/16/25 SHONNDA SMITH			
Approved	04/16/25 CHERI BOUCHER	Auto approved by:	910518244	
Approved	04/18/25 DONALD ROSE	Auto approved by:	910519540	
Approved	04/18/25 SANDRA LEWIS	Auto approved by:	910519540	
Approved	04/18/25 STEVEN KRONINGER			
Approved	04/18/25 SAMANTHA COOLEY	Auto approved by:	910519540	
Approved	04/18/25 CLAUDE BUERGER IV	Auto approved by:	910519540	
Approved	04/18/25 ANNE FOLEY	Auto approved by:	910519540	
Approved	04/18/25 JOHN PAINE	Auto approved by:	910519540	

Authorized By: _____ Date: _____

Signature



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:

William Stimpson, Mayor

William Carroll, Councilmember

Purpose and Scope of Project:

Civ Center New Construction and Demo Project

Amount of Contract:

\$177,803.00 AND \$252,631.17

Funding Source

C0806 CIVIC CENTER NEW PARKING FACILITY (20002000.48010) AND C0859 CIVIC CENTER MARKETING PROJECT (20002000.48010)

ATTACHMENTS:

1. Civ Center New Construction and Demo Project

REVIEWERS:

Marilyn Bullard

Carleen Stout

Brenda Rhodes

Cherlina Monteiro

James Barber

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 sums of \$ 177,803.00 from Civic Center New Parking Facility Project C0806 (20002000.48010) and \$252,631.17 from Civic Center Marketing Project C0859 (20002000.48010), be transferred to Civ Center New Construction and Demo Project C0976 (20002000.48010).

Adopted:

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 04/17/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item2

REQUEST: Please transfer \$ \$177,803.00

FROM CAPITAL PROJECT#: C0806

CAPITAL PROJECT NAME: CIVIC CENTER NEW PARKING FACILITY

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0976

PROJECT NAME: CIV CENTER NEW CONSTRUCTION & DEMO

DEPT. PROJECT#: 5055

PURPOSE:

Carleen Stort Clark
Employee signature

Carleen Stort Clark
Approval signature

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 04/17/2025

BUDGET TRANSFER: ☐ (from one project to another)

DISTRICT#: Select Item2

REQUEST: Please transfer \$ \$252,631.17

FROM CAPITAL PROJECT#: C0859

CAPITAL PROJECT NAME: CIVIC CENTER MARKETING

DEPT. PROJECT#: _____

TO CAPITAL PROJECT#: C0976

PROJECT NAME: CIV CENTER NEW CONSTRUCTION & DEMO

DEPT. PROJECT#: 5055

PURPOSE:

Carleen Strait Clark
Employee signature

Carleen Strait Clark
Approval signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. General Fund Budget Transfer Resolution - Park System Security Cameras

REVIEWERS:

Scott Collins
James Barber

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Submitted by: Scott Collins, Executive Director of Finance

WHEREAS, the City of Mobile desires to allocate additional resources to enhance its system of security cameras within, and in proximity to, its city parks; and

WHEREAS, the initial fiscal year 2025 estimate for the actions necessary to enhance this system is \$300,000; and

WHEREAS, available funding with the city's general fund budget has been identified for this project; and

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

that the following reallocations be made to the fiscal year 2025 General Fund budget:

Transfer \$300,000 from the police department support services division, account code 10041542

- 40010 to the public safety administrative division, account code 10041500 – 42200.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5348



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Geotechnical Engineering Testing, Inc. for testing services.

Amount of Contract:

\$70,000.00

Funding Source

C1008

ATTACHMENTS:

1. 2025-3005-02 2024 PAYGO Resurfacing Commission D2(Geotechnical Engineering Testing, Inc.)
2. resolution - Geotechnical Engineering Testing Inc. contract

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 2 (D5-7);

COM Project# 2025-3005-02

PROJECT #: C1008 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Geotechnical Testing Services

CONTRACT AMOUNT: \$70,000.00

VENDOR NAME: Geotechnical Engineering Testing, Inc.

VENDOR NUMBER: 72600

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 4/22/2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Council members Joel Daves, Josh Woods, 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, 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: Geotechnical Engineering Testing, Inc.

Project Name: 2024 Paygo Resurfacing Commission District 2 (D5-7)
COM Project#2025-3005-02

Estimated Cost: \$70,000.00

Adopted:

City Clerk



**2024 PAYGO RESURFACING,
COMMISSION DISTRICT 2
GEOTECHNICAL CONTRACT**

PROJECT No. 2025-3005-02

STATE OF ALABAMA)
COUNTY OF MOBILE)

CONTRACT

This CONTRACT, made and entered into this _____ day of _____, 2025, by and between the City of Mobile, Alabama, hereinafter called “CITY” a political subdivision of and body incorporated in the State of Alabama, acting by and through its governing body, the Mobile City Council, hereinafter called the “COUNCIL”, and **Geotechnical Engineering Testing, Inc.**, hereinafter called the “LABORATORY”, WITNESSETH:

In consideration of the mutual covenants, agreements, and considerations herein contained, the parties hereto do mutually agree and bind themselves as follows:

1. DEFINITIONS:

Whenever in this CONTRACT, or in any document or in construction operations where this CONTRACT applies, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- (a) **CITY** - City of Mobile, Alabama
- (b) **CITY ENGINEER** – The CITY ENGINEER for the City of Mobile or his appointed assistants.
- (c) **CONSULTANT** – The engineering company, (**Dorsey & Dorsey Engineering, Inc.**), employed by the CITY to perform professional engineering services for the PROJECT.
- (d) **COUNCIL** - Mobile City Council
- (e) **PROJECT** - The construction and/or improvement of any public street, bridge, drainage facility included in the City of Mobile Improvement PROJECT – **2024 PAYGO Resurfacing, Commission District 2, MCR-2024-201**
PROJECT No. – **2025-3005-02**

- (f) **GEOTECHNICAL AND MATERIALS ENGINEER** - An authorized registered professional engineer representative of the Laboratory assigned to make engineering evaluations of soils and materials.
- (g) **INSPECTOR** - An authorized representative of the CONSULTANT assigned to make inspections of the PROJECT.
- (h) **LABORATORY** - A commercial testing laboratory approved and authorized by the CITY to test soils and materials and/or to provide engineering services and work involved in the PROJECT, and which has executed this CONTRACT.
- (i) **PROJECT CONTRACTOR** - The contractor employed by the CITY to construct the PROJECT.
- (j) **PROJECT ENGINEER** - A registered professional engineer assigned by the PROJECT's CONSULTANT (**Dorsey & Dorsey Engineering, Inc.**) to perform engineering services for the PROJECT.
- (k) **TECHNICIAN** - An authorized representative of the LABORATORY, assigned to make observations and tests of materials.
- (l) **TEST** - A procedure necessary or appropriate according to approved laboratory testing practices, to determine whether or not the material being tested meets the PROJECT specifications.
- (m) **SOIL MECHANICS TEST** - A procedure necessary or appropriate according to generally accepted geotechnical engineering practice and/or approved laboratory testing practices to determine physical properties of soils for engineering evaluation purposes.

2. **SCOPE OF THE WORK:**

This CONTRACT shall include furnishing any and all labor, materials, equipment, transportation and all incidentals necessary to provide geotechnical engineering services and to test materials to be used in the design and construction of the PROJECT. The PROJECT and estimated cost hereof, and the source of funds therefore are listed in Exhibit "A" which is attached to and made a part of this CONTRACT.

3. DIRECTION OF WORK:

The LABORATORY shall work under the direction of the PROJECT ENGINEER and shall have one person in charge that will be responsible to the PROJECT ENGINEER for the proper coordination and quality of work performed. The PROJECT ENGINEER will notify LABORATORY when tests are to be made. Notification time for required testing will be at least 24 hours, unless a shorter time is reasonably instructed by the PROJECT ENGINEER.

4. LABORATORY PERSONNEL:

All personnel assigned by the LABORATORY to this work shall be qualified by education and experience to perform the work assigned, and all personnel shall be subject to the approval of the CITY ENGINEER. All engineering services provided shall be performed under the direction of a qualified engineer registered in the State of Alabama. Should the CITY ENGINEER decide that any personnel are not qualified, the LABORATORY shall replace same with personnel acceptable to the CITY ENGINEER.

5. REPORTS:

Copies of the Test Reports shall be sent to the CITY ENGINEER and the PROJECT ENGINEER. The LABORATORY shall equip a truck and/or such other suitable vehicle with equipment necessary to make on-site and prompt determinations of compaction tests, and the results of these tests shall be verbally reported immediately to the INSPECTOR.

6. LABORATORY OFFICE:

The LABORATORY shall maintain a central office in Mobile, Alabama during the term of the CONTRACT. The office shall be suitably staffed to receive instructions and to report results of tests, and shall be equipped with all equipment, including without limitation a telephone and computer hardware and software adequate to those purposes. The staff shall be available to the CITY ENGINEER, PROJECT ENGINEER, CONSULTANT, INSPECTOR, and PROJECT CONTRACTOR by phone continuously from 8 a.m. until 5 p.m. Monday through Friday.

7. TESTING PROCEDURE:

All tests shall be made in accordance with AASHTO and ASTM Specifications unless otherwise noted and comply with all applicable requirements and regulations of the Alabama Department of Transportation.

8. ENGINEERING PROCEDURES:

All engineering services shall be performed in accordance with generally accepted engineering practices and principles.

9. SOIL TESTS:

The LABORATORY shall take samples of the roadway material as may be requested by the PROJECT ENGINEER. The CITY will furnish prints of GIS area photo sheets of the project areas when available. Samples shall be taken at sufficient intervals to show variations in soil. The intervals between tests shall be approximately 500 feet unless otherwise directed by the PROJECT ENGINEER. Samples should be taken at intervals not exceeding 300 feet through cut sections and 500 feet through fill sections. All samples shall be subjected to the tests shown on the Alabama Department of Transportation Form BMT-5 and shall be in accordance with the above. All soil reports shall be prepared by the LABORATORY and submitted to the CITY ENGINEER and CONSULTANT showing the above information. Said reports shall indicate a minimum depth of five feet below the finished grade in cut sections and a minimum of five feet below the existing grade in all other cases. Where unsuitable material is indicated, soundings and borings shall be taken along the centerline, right and left, not exceeding 100 feet, and the LABORATORY shall make such additional borings as may be required to determine the depth and extent of such unsuitable material.

10. PROCTOR DENSITIES AND OPTIMUM MOISTURE TESTS:

A sufficient number of samples shall be further tested to determine their Proctor Densities and Optimum Moisture. The information desired shall be in accordance with AASHTO Standards and the form of report shall be in accordance with Alabama Department of Transportation form BMT-16.

11. ENGINEERING EVALUATIONS OF ROADWAY MATERIAL:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of tests on the Roadway Materials. Based on these evaluations, pavement design procedures utilized by the Alabama Department of Transportation, the projected traffic volume, and design pavement life provided by the PROJECT ENGINEER, the LABORATORY shall submit engineering recommendations for the pavement sections. Problematic soil conditions encountered by the exploration of the roadway that may affect construction shall be noted and reported to the PROJECT ENGINEER. The GEOTECHNICAL AND MATERIALS ENGINEER shall be available for engineering consultation during the construction of the roadway.

12. TESTING BASE COURSE:

(a) GRANULAR BASE - A sufficient number of samples taken from the roadway shall be tested in the LABORATORY to verify that material meets the specifications. In general, one TEST for each 500 feet of roadway and each visual classification of material will be required. The information desired and form of report shall be in accordance with the Alabama Department of Transportation BMT-5. Proctor Densities and Optimum Moisture tests shall be made on these samples.

(b) BITUMINOUS BASE - A sufficient number of samples taken from the asphaltic concrete batch plant shall be tested to verify that the material meets the specifications and job mix formula submitted by the PROJECT CONTRACTOR. In general one asphalt extraction and gradation test will be performed for each 300 tons of material placed for each day's placement or part thereof. Marshall Density tests shall be made on these samples.

13. COMPACTION TESTS AND CORE DEPTHS (During Construction)

(a) EMBANKMENT - The PROJECT ENGINEER will furnish the LABORATORY with the Stations at which or between which the fill equals or exceeds two feet for the roadway width. During construction of the fills, the LABORATORY shall make sufficient tests to obtain a representative percentage of compaction on each two feet of fill. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(b) SUBGRADE - Prior to the PROJECT CONTRACTOR starting the first layer of Base Course, sub-grade compaction tests shall be taken at 500-foot intervals or at any other point specified by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to the time tests are required.

(c) SUB-BASE - Where sub-base is used or required the material shall be sampled and tested for specified compaction at 500-foot intervals, unless otherwise specified, and core depths shall be taken and recorded. The LABORATORY will make any additional sub-base thickness TEST which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

(d) BASE COURSE – Each layer of Base Course material shall be sampled and tested for specified compaction at 500-foot intervals unless otherwise specified and core depth taken and recorded. The LABORATORY will make any additional base course thickness tests which the PROJECT ENGINEER requests. The LABORATORY will be notified by the PROJECT ENGINEER as to the time such tests are required.

For Embankment and Subgrade, the information desired and the form of report shall be in accordance with the Alabama Department of Transportation Forms, the Base Course similar to Alabama Department of Transportation Form BMT-1.

14. SPECIAL BORINGS AND SOIL MECHANICS TEST:

(a) BORINGS - Borings for bridge culverts, bridges and other drainage facilities shall be made as required by the PROJECT ENGINEER. Payment for this item to be as shown on Exhibit “B” attached, where applicable. For bridges at least one deep boring shall be made for each bend using Alabama Department of Transportation Penetration TEST and tube sampling procedures or similar specifications. The borings shall be made to penetrate depths that will be influenced by the structure loading. At locations of drainage structures and embankments, deep boring shall be made at 100 foot to 500 foot intervals as selected by the GEOTECHNICAL AND MATERIALS ENGINEER and approved by the PROJECT ENGINEER.

(b) SOIL MECHANICS TESTS - Sufficient soil mechanics tests shall be made to estimate the classifications, shearing strength and compressibility of soils at the locations of special structures. These tests will be selected by the GEOTECHNICAL

AND MATERIALS ENGINEER in order to evaluate the subsurface soils. The tests will be performed in accordance with applicable ASTM or AASHTO procedures. The number of tests shall be approved by the PROJECT ENGINEER. Payment for this item shall be as shown on Exhibit "B" attached, where applicable.

15. GEOTECHNICAL ENGINEERING EVALUATIONS AND RECOMMENDATIONS:

The LABORATORY's GEOTECHNICAL AND MATERIALS ENGINEER shall evaluate the results of the Soil Borings and Soil Mechanics Tests, make engineering analyses pertaining to the foundations for the structures, and make engineering recommendations for the types of foundations to be used in the design of the structures. These analyses may include bearing capacity of the soils for culverts and foundations, stability of slopes for cut sections and drainage ditches, settlement or heave of embankment or cut sections, axial compression and tension capacity of piles, drag load that may be placed on piles, lateral earth pressures that may act on retaining walls or bulkheads, and lateral load capacity of piles. These analyses and engineering recommendations shall be performed in accordance with generally accepted engineering analyses, and recommendations will be prepared by a registered professional engineer. Payment for the geotechnical engineering service will be in accordance with Item 26 (a, b, and c).

16. TESTING ROADWAY AND SIDE DRAIN PIPE:

All pipes will be inspected at the point of manufacture and each joint accepted shall be stamped with the LABORATORY seal. Reports indicating size and classification of pipe sealed shall be prepared on the LABORATORY's standard form, unless otherwise instructed in writing by the PROJECT ENGINEER. The LABORATORY will be notified by the PROJECT ENGINEER as to when the pipe is ready to be stamped.

17. DESIGN CONCRETE MIXES:

Prior to start of construction of concrete bridges, culverts, headwalls, curb, gutter or other concrete structures, the LABORATORY shall review and approve the concrete mixes submitted by the PROJECT CONTRACTOR for the various classes of concrete

specified. Cylinder TEST results on a batch of each design mix shall be submitted by the PROJECT CONTRACTOR and shall be subject to the approval by the LABORATORY.

18. MAKE AND BREAK CONCRETE CYLINDERS:

During the construction and upon notification from the PROJECT ENGINEER, the LABORATORY shall make and break four concrete cylinders from each day's placement of from 5 to 50 cubic yards, or otherwise as directed by the PROJECT ENGINEER. Slump and temperature tests shall be made for each batch of concrete for which cylinders are made. Strength tests will be performed, one at seven days and two at 28 days, from the cylinders and one cylinder shall be tested as directed by the PROJECT ENGINEER for any concrete not meeting the 28-day strength specification. Results of these tests shall be reported on LABORATORY's standard form.

19. TEST CEMENT:

Mill Certificates will be required for the cement used in concrete. These certificates shall be submitted by the PROJECT CONTRACTOR to and reviewed by the LABORATORY to determine if the material is approved for the PROJECT.

20. TEST CONCRETE AGGREGATE:

(a) Concrete Aggregate quantities of 100 tons or less shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, & 8).

(b) Concrete Aggregate quantities of more than 100 tons shall conform with ASTM C-33 (test per paragraphs 1, 2, 3, 4, 5, 8, & 9). If otherwise satisfactory, the aggregate may be used pending maturity of satisfactory 28-day tests. Proof tests shall be submitted by the PROJECT CONTRACTOR. The LABORATORY shall make Gradation Tests periodically as the work progresses to assure uniformity, and shall report TEST results to the PROJECT ENGINEER on LABORATORY's standard forms.

21. TEST ASPHALTIC CEMENT:

Each car of asphalt cement shall be tested by the manufacturer at the point of origin. If not feasible to TEST at origin, it shall be tested prior to use. Results of tests shall be reported to the LABORATORY by PROJECT CONTRACTOR.

22. TEST PAVING AGGREGATE (Surface Treatment):

LABORATORY shall TEST all aggregate for Surface Treatment paving prior to use. In general, one representative TEST shall be made for every 100 tons upon

notification by the PROJECT ENGINEER, unless otherwise instructed in writing by the PROJECT ENGINEER. Results of tests shall be reported on LABORATORY's standard forms.

23. ASPHALT CONCRETE TESTS:

(a) JOB MIX FORMULA - The PROJECT CONTRACTOR shall submit a job mix formula to the LABORATORY for approval prior to any asphalt concrete construction.

(b) TEST AT PLANT - All plant mix materials and the mixing shall be tested by LABORATORY at the plant upon notification of the PROJECT ENGINEER. The results of tests shall be reported on LABORATORY's standard forms. A TECHNICIAN shall be assigned full time at the plant during operation and shall sign all load tickets. One extraction and gradation TEST and temperature measurement shall be performed for each 300 tons or fraction thereof for each day's run. A Marshall Density TEST shall be made for each 300 tons or fraction thereof for each day's run. The results of the tests shall be compared to the Job Mix Formula submitted by the PROJECT CONTRACTOR.

(c) TEST IN PLACE - The LABORATORY shall provide the PROJECT ENGINEER with density tests and thickness of asphalt concrete pavement. In general, these tests will be performed at 200-foot intervals along the roadway located alternately on centerline, ten feet left of centerline, ten feet right of centerline, and at other locations directed by the PROJECT ENGINEER. The in-place roadway density tests shall be compared with the Marshall Density tests performed at the batch plant in accordance with the specifications.

24. CONTINUITY OF THE PROGRESS:

LABORATORY shall perform all tests as needed so as not to interfere with the continuity of the progress of the construction. The PROJECT ENGINEER will be responsible for notifying LABORATORY at least 24 hours prior to the time for performing the required tests.

25. SPECIAL INSPECTIONS:

The LABORATORY will make spot checks, observations, analysis and/or provide engineering consultation as required by the CITY ENGINEER, PROJECT ENGINEER or INSPECTOR during the progress of the work.

26. PAYMENT:

The CITY agrees to pay the LABORATORY as compensation for all services rendered under this CONTRACT, labor, materials, equipment, transportation and all incidentals necessary, a sum not to exceed **\$70,000.00 (Seventy Thousand Dollars and Zero Cents)** as shown in Exhibit “A”, to be paid as follows:

(a) Construction Phase Services – A sum not to exceed **\$65,000.00 (Sixty-Five Thousand Dollars and Zero Cents)** for all services completed by the

LABORATORY shall be due and payable in monthly installments after the CONTRACT for construction has been awarded and the work begun and supported by duly filed monthly claims based on that month’s labor’s hourly rates, materials, tests, equipment, transportation and all incidentals necessary associated with monthly installments of materials by the PROJECT

CONTRACTOR through the completion of the construction of this PROJECT.

(b) Payment for Special Borings and Soil Mechanics tests, Item 14, will be paid for as shown on Exhibit “B” where applicable.

(c) Following award of the Agreement, the CITY shall pay the LABORATORY the expense of additional services, if requested by the CITY, in writing with a Notice to Proceed. Additional services, if initiated, shall be based on the rates in Exhibit “B” and shall not exceed **\$5,000.00 (Five Thousand Dollars and No Cents)**.

27. TERMINATION FOR BREACH:

In the event of failure by the LABORATORY to perform any and/or all of the LABORATORY’s obligations in a prompt and efficient manner satisfactory to the CITY, the CITY will have the right to summarily terminate this CONTRACT by giving the LABORATORY written notice of such termination. The LABORATORY may complete such analysis and records as are necessary to complete a report for the services performed to the date of notice of termination.

28. ASSIGNMENT:

That the CITY and the LABORATORY each binds itself, its successors and assign, to the other, in respect of this CONTRACT and all terms and conditions contained herein. Neither the CITY nor the LABORATORY shall assign or transfer their respective

interest or obligation in this CONTRACT without the written consent of the other party hereto.

29. OPEN TRADE REQUIREMENTS:

By signing this CONTRACT, the LABORATORY 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.

30. 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 agreement and shall be responsible for all damages resulting therefrom.

31. ANTI-DISCRIMINATION:

LABORATORY 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.

32. INSURANCE:

LABORATORY shall name the City of Mobile as an additional insured. LABORATORY shall take out and maintain during the life of the contract the following:

(a) Workers' Compensation/Employer's Liability:

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

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

- 3) Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

(b) Comprehensive General Liability Insurance:

- 1) Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by LABORATORY.
- 2) Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
- 3) General Aggregate Limit shall apply on a "Per Project" Basis.

(c) Automobile Liability Insurance:

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

(d) Excess/Umbrella Liability Insurance

- 1) Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
- 2) Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

(e) 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, LABORATORY 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. LABORATORY shall also be responsible for delivering policy renewal certificates to the City of Mobile.

33. 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.

34. INDEMNIFICATION:

The LABORATORY shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by LABORATORY or the LABORATORY'S agent, LABORATORY under contract, or other entity for which LABORATORY is legally liable. LABORATORY 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 LABORATORY or its agents covered by LABORATORY'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires LABORATORY to procure and maintain professional liability insurance that satisfies the named requirements. LABORATORY shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to LABORATORY'S liability, or in proportion to the extent LABORATORY 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 LABORATORY to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

35. STANDARD OF PERFORMANCE:

LABORATORY 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.

36. TRIMBLE UNITY CONSTRUCT:

The City utilizes TRIMBLE UNITY CONSTRUCT (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use e-Builder as an essential component to project management with the City of Mobile.

The LABORATORY shall indemnify, defend, and save harmless the CITY, its officers and employees, against all claims, suits, loss, damages, fines, and costs of any description whatsoever arising out of or related to injury or damage to persons, including death, or property due to LABORATORY's negligence in the performance of this CONTRACT, including all reasonable attorneys' fees incurred by the CITY on account thereof.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT, in triplicate, on the day and year first above written.

CITY OF MOBILE, A Municipal Corporation

By: _____

William S. Stimpson

Mayor

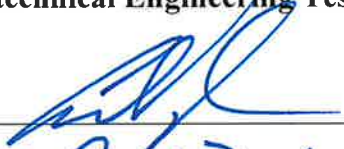
ATTEST:

By: _____

Its City Clerk

Print: _____

Geotechnical Engineering Testing, Inc.

By:  _____

Print: Curt Doyle _____

Its: President _____

Address: 904 Butler Drive, Mobile, AL 36693

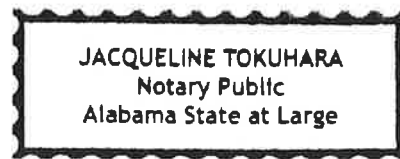
Telephone: 251-666-7197

STATE OF ALABAMA }
COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that CURT DOYLE, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of Geotechnical Engineering Testing, Inc., and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 19 day of MARCH, 2025.


NOTARY PUBLIC My Commission Expires:



**My Commission Expires
August 16, 2026**

EXHIBIT 'A'

This contract shall include furnishing labor, materials, equipment, transportation and all incidentals necessary to test and evaluate soils and materials to be used in the design and construction of the following projects:

2024 PAYGO Commission District 2

PROJECT No. – 2025-3005-02, MCR-2024-201

Construction Phase Services – Not to Exceed Amount - \$65,000.00

Additional Services – Not to Exceed Amount - \$5,000.00

The estimated laboratory cost is not to exceed, unless otherwise approved:

\$ 70,000.00

Source of funding: MOBILE COUNTY PAYGO, MCR-2024-201, C1008

EXHIBIT 'B':
FEE SCHEDULE, SPECIAL BORINGS AND SOIL MECHANICS TEST
PAYMENT, AND SUMMARY OF HOURLY RATES

SCHEDULE OF UNIT FEES
January 1, 2025
FIELD SOILS EXPLORATIONS

1.	Mobilization of Truck Mounted Core Boring Equipment	
a.	Local – Minimum Charge	\$500.00
b.	Additional Mobilization – Outside 25 Miles	Special Quote
2.	Mobilization of ATV Mounted Core Boring Equipment	
a.	Local – Minimum Charge	\$750.00
b.	Outside 25 Miles	Special Quote
3.	Mobilization of Barge & Core Boring Equipment	Special Quote
4.	Soil Test Borings (ASTM D 1586) with Samples at 5' Intervals Using Mud Rotary – Wash or Continuous Flight Auger Methods	
a.	0' – 50'	\$18.00/LF
b.	50' – 100'	\$23.00/LF
c.	100' – 150'	\$32.00/LF
d.	150' – 200'	\$45.00/LF
e.	200' +	Special Quote
5.	Soil Test Borings (ASTM D 1586) w/ Hollow Stem Auger 0' - 50'	\$25.00/LF
6.	1 In or 2 In. PVC Observation Well	
a.	Sealed	Special Quote
b.	Unsealed	\$13.00/LF
7.	Boring Abandonment	
a.	Bentonite Chips	\$9.00/LF
b.	Bentonite & Cement Slurry	\$17.00/LF
8.	SPT Samples Taken in Excess of One per 5 LF	
a.	0' – 50'	\$40.00/Ea
b.	50' – 100'	\$75.00/Ea
c.	100' +	\$125.00/Ea
9.	Rock Coring w/ Soil Boring Operations	\$50.00/LF
		OR
		\$275.00/Hr
10.	Shelby Tube Samples Attempted (ASTM D 1587)	
a.	0' – 50'	\$75.00/Ea
b.	50' – 100'	\$100.00/Ea
c.	100' +	\$160.00/Ea
d.	Shelby Tube Provided to Client	\$30.00/Ea
e.	Wax Tube Ends	\$40.00/Tube



SCHEDULE OF UNIT FEES

January 1, 2025

11.	Move & Set Up Time - Land (Includes Clearing, Digging Trenches For Leveling Rigs, Moving borings for Impenetrable Objects, Etc.)	\$250.00/Hr
12.	Soil Borings, Special Piston Sampling of Soils, And Setting Instrumentation or Monitoring Wells	\$300.00/Hr
13.	Water Borne Soil Borings, Special Piston Sampling of Soils Or Setting Special Instrumentation on an Hourly Basis (Barge)	\$550.00/Hr
14.	Rental or Cost of Equipment not Normally used for Sampling Operations – Such as Bulldozers, Barges, Tugboats, Instrumentation, Etc.	Cost + 10%
15.	Casing of Borings w/ Pipe (4" OD Casing)	\$17.50/LF
16.	Daily Travel of Core Boring Crew B/t Office and Site (Round Trip) (Excluding Mobilization Trip)	\$3.00/Mile
17.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	\$120.00/Day
18.	Hazardous Materials Protective Clothing and Equipment	Cost + 20%
19.	Vane Shear or Static Cone Testing of Soft Soils W/ Drill Crew and Rig	\$300.00/Hr
20.	Field In – Place California Bearing Ratio Test (MIL – STD – 621A)	Special Quote
21.	Plate Bearing Tests (Standard Plate Load Test Performed Near Ground Surface)	Special Quote
22.	Geophysical Surveying – Equipment, Field Engineer and Helper	Special Quote
23.	Hand Augering (5 Ft) and Penetrometer Testing (36 In) (DCP)	\$160.00/Ea
24.	Hand Auger and Wildcat Testing (2-Man Crew - Portal to Portal)	\$130.00/Hr
25.	Borings using Tripod Mounted Equipment	
a.	3 – Man Crew and Equipment (Portal to Portal)	\$250.00/Hr
b.	4 – Man Crew and Equipment (Portal to Portal)	\$300.00/Hr

Note: Field soils exploration services performed with a drill rig and crew are subject to a minimum fee of \$2500.00.

SCHEDULE OF UNIT FEES
January 1, 2025
LABORATORY SOIL MECHANICS TESTS
CLASSIFICATION TESTS

1.	Moisture Content Tests and Visual Soil Classification (ASTM D 2216)	\$13.00/Ea
2.	Atterberg Liquid and Plastic Limits (ASTM D 4318)	\$100.00/Ea
3.	Mechanical Analysis of soils (ASTM D 422) (Sieve Analysis plus Hydrometer Analysis)	\$150.00/Ea
4.	Dry Preparation of Soil Samples (ASTM D 421)	\$25.00/Ea
5.	Wet Preparation of Soil Samples (ASTM D 421)	\$100.00/Ea
6.	Amount of Materials in Soils Finer than #200 Sieve (ASTM D 1140)	\$50.00/Ea
7.	Sieve Analysis of Soils (ASTM C 136)	\$85.00/Ea
7.	Sieve Analysis of Aggregates (ASTM C 136)	\$300.00/Ea
8.	Specific Gravity Test (ASTM D 854)	\$125.00/Ea
9.	Organic Content (ASTM D 2974)	\$100.00/Ea
10.	Topsoil Test (ALDOT Method)	\$200.00/Ea

SHEAR TESTS & DENSITY TESTS

11.	Unconfined Compression Tests & Unit Weight (ASTM D 2166)	\$110.00/Ea
12.	Unconsolidated – Undrained Triaxial Compression Test (3 – Points per Test – ASTM D 2850 – Q)	\$420.00/Ea
13.	Unconsolidated – Undrained Triaxial Compression Test (2 – Pt)	\$280.00/Ea
14.	Unconsolidated – Undrained Triaxial Compression Test (1 – Pt)	\$140.00/Ea
15.	Consolidated – Undrained Triaxial Compression Test (3 – Points per Test – EM 1110 – 2 – 1906 – R)	\$1200.00/Ea
16.	Consolidated – Undrained Triaxial Compression Test With Pore Pressure Measurements (3 – Pt) (Using Back Pressure Saturation – EM 1110 – 2 – 1906)	\$1,500.00/Ea
17.	Moisture Content & Unit Weight	\$55.00/Ea
18.	Direct Shear Test	
	a. Quick	\$750.00/Ea
	b. Consolidated = Drained	\$2000.00/Ea
19.	Remold Sample / Point	\$35.00/Pt

SCHEDULE OF UNIT FEES
January 1, 2025
CONSOLIDATION TESTS

20.	Consolidation Tests (ASTM D 2435- Test Method A)	
a.	Set of One	\$750.00/Ea
b.	Set of Two	\$1000.00/Ea
c.	Set of Three	\$1250.00/Ea
d.	Set of Four	\$1500.00/Ea
e.	Set of Six	\$2000.00/Ea
f.	Set of Eight	\$2500.00/Ea
21.	Consolidation Tests (ASTM D 2435- Test Method B)	
a.	Set of One	\$1200.00/Ea
b.	Set of Two	\$1400.00/Ea
c.	Set of Three	\$1600.00/Ea
d.	Set of Four	\$1800.00/Ea
e.	Set of Six	\$2400.00/Ea
f.	Set of Eight	\$2900.00/Ea

LABORATORY DENSITY & CBR TESTS

22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$160.00/Ea
	Cohesive Soils (SC, CL, CH)	\$200.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$200.00/Ea
	Cohesive Soils (SC, CL, CH)	\$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$225.00/Ea
	Cohesive Soils (SC, CL, CH)	\$275.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	\$350.00/Ea
24.	Bulk Specific Gravity/Absorption of Aggregate	\$450.00/Ea
25.	Laboratory Vibrated Density	
a.	Maximum & Minimum (ASTM D 4253 & 4254)	\$300.00/Ea
b.	(ALDOT 140)	\$350.00/Ea
26.	Laboratory California Bearing Ratio, CBR, (ASTM D 1883) / Pt	\$200.00/Pt
27.	Resilient Modulus, MR	\$1000.00/Ea

SCHEDULE OF UNIT FEES**January 1, 2025**

HYDRAULIC CONDUCTIVITY TESTS

- | | | |
|-----|---|-------------|
| 28. | Hydraulic Conductivity Test – Flexible Wall Permeameter
Constant Head (EM 1110 – 2 – 1906 – Using Back Pressure
Saturation and ASTM D 5084) | \$450.00/Ea |
| 29. | Hydraulic Conductivity Test with Rigid Wall Permeameter –
Constant Falling Head (ASTM D 2424) | \$300.00/Ea |

CHEMICAL TESTS

- | | | |
|-----|---|-------------|
| 30. | Soil or Water pH (ASTM D 4972 & 6 – 51) | \$40.00/Ea |
| 31. | Soil or Water Resistivity (ASTM G 57) | \$100.00/Ea |

A 10% surcharge will apply to laboratory testing fees for projects where testing is not part of geotechnical investigation and reporting. This fee is to cover general project management and scheduling, laboratory report review, and report distribution.

CONSTRUCTION MATERIALS TESTING & SPECIAL INSPECTIONS

1.	Soil Field Density, Asphalt, & Concrete Testing (Minimum 2 Hours)	
a.	Technician Level I	\$58.00/Hr
b.	Technician Level II	\$64.00/Hr
c.	Technician Level III	\$74.00/Hr
d.	Technician Level IV	\$84.00/Hr
e.	Technician Level V	\$95.00/Hr
f.	ICC Certified Inspector	\$95.00/Hr
g.	Technician Supervisor	\$110.00/Hr
	Note: Services performed after regular office hours (7:00 – 5:00) will be subject to overtime rates and/or a 4 hour minimum.	
2.	Auto Mileage Charge	Federal Rate
3.	Floor Flatness Technician to Rate f-number	Special Quote
4.	Initial Field Curing of Concrete Test Specimens In accordance with ASTM – C-31 (When Requested)	Special Quote
5.	Laboratory Curing & Testing of Concrete Test Cylinders (Including Mold)	\$22.50/Ea
6.	Laboratory Curing “Hold” Concrete Test Cylinders (Including Mold)	\$22.50/Ea
7.	Laboratory Curing, Testing & Reporting Concrete Beam Strengths (Flexural Strength)	\$140.00/Ea
8.	Laboratory Curing “Hold” Concrete Beams	\$40.00/Ea
9.	Laboratory Curing, Testing and Reporting 4” x 4” x 6” Block Fill	\$40.00/Ea
10.	Laboratory Curing “Hold” 4” x 4” x 6” Block Fill	\$40.00/Ea
11.	Laboratory Curing, Testing and Reporting 2” x 2” Grout / Mortar Cubes	\$30.00/Ea
12.	Laboratory Curing “Hold” 2” x 2” Grout / Mortar Cubes	\$30.00/Ea
13.	Compressive Testing Concrete Masonry Prisms	Special Quote
14.	Absorption, Unit Wt., and Compressive Testing Concrete Masonry Block	Special Quote
15.	Preparing (Trim & Cap), Curing, and Testing Drilled Concrete Cores	\$100.00/Ea
16.	Gradation Analysis of Aggregates	\$300.00/Ea
17.	Capping of Concrete Test Specimens	\$25.00/Ea

SCHEDULE OF UNIT FEES
January 1, 2025

18.	Coring of Asphaltic Cement	
a.	Cost of Core Barrel and Machine	\$5.00/In/In (\$200.00 Minimum Charge)
b.	Hourly Technician Rates Apply	
c.	Patching of Core Holes w/ Asphalt	\$20.00/Ea
19.	Coring of Concrete	
a.	Cost of Core Barrel and Machine	\$8.00/In/In (\$250.00 Minimum Charge)
b.	Hourly Technician Rates Apply	
c.	Patching of Core Holes w/ Concrete	\$40.00/Ea
20.	Thickness and Density Measurements of Drilled Asphalt Cores	\$70.00/Ea
21.	ASTM C-33 Tests on Aggregates	Special Quote
22.	Standard Proctor Density (ASTM D698 or AASHTO T-99)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$160.00/Ea
	Cohesive Soils (SC, CL, CH)	\$200.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$200.00/Ea
	Cohesive Soils (SC, CL, CH)	\$250.00/Ea
23.	Modified Proctor Density (ASTM D 1557 or AASHTO T-180)	
a.	4" Mold (Method A or B)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$225.00/Ea
	Cohesive Soils (SC, CL, CH)	\$275.00/Ea
b.	6" Mold (Method C)	
	Non-Cohesive Soils (SP, SP-SM, SM, SC-SM)	\$250.00/Ea
	Aggregates & Cohesive Soils (SC, CL, CH)	\$350.00/Ea
24.	Laboratory Vibrated Density	
b.	Maximum & Minimum (ASTM D 4253 & 4254)	\$250.00/Ea
b.	(ALDOT 140)	\$275.00/Ea
25.	One Point Proctor Verification	
a.	Standard Proctor	\$100.00/Pt
b.	Modified Proctor	\$150.00/Pt
26.	Soil Classification Test	\$200.00/Ea
27.	Pile Load Tests	Special Quote
28.	Work Requiring Fall Protection (In Addition to Personnel Rate)	\$40.00/Hr
29.	Paint Thickness Measurements – Technician and Gauge	Special Quote
30.	Per Diem per Man Day (i.e. 1 Night = 2 Days, 2 Nights = 3 Days)	\$125.00/Day
31.	Concrete Performance Analysis	Special Quote

SCHEDULE OF UNIT FEES
January 1, 2025

32.	Instrumentation and Equipment	
a.	Submeter GPS	\$100.00/Day
b.	2" Travel Micrometer Gauges, Wire / Scale, Reference Beams And Survey Equipment for Load Tests	\$1000.00/Day
c.	Inclinometer (Vertical or Horizontal) for Measuring Earth or Pile Movements	Special Quote
d.	Torque Wrench and Skidmore Device	\$75.00/Day
e.	Mobilization / Demobilization and Rental of Portable Testing Laboratory	Special Quote
f.	Settlement Plates	Special Quote
g.	Saximeter	\$50.00/Day
h.	Cylinder Molds	
	Case of 24- 6" x 12" Cylinder Molds (W/out Lids)	\$125.00/Ea
	Case of 36- 4" x 8" Cylinder Molds (W/out Lids)	\$125.00/Ea
i.	Nuclear Density Gauge	\$30.00/Day
j.	Sand Cone Equipment & Field Scales	\$100.00/Day
k.	Floor Flatness Test Equipment	\$250.00/Day
33.	Any Other Instrumentation or Equipment (When Requested)	Special Quote

During construction phase testing, a 10% surcharge will apply to the field technician and laboratory testing fees to cover general project management and scheduling, field and laboratory report review, and report distribution. This surcharge is not applied to mileage, equipment rental or any additional consultation fees provided by the technician manager or engineers.

SCHEDULE OF UNIT FEES
January 1, 2025
ENGINEERING, ADMINISTRATIVE, AND TECHNICAL SERVICES

1.	Principal Engineer – Licensed Professional Engineer	\$225.00/Hr
	Litigation Related Services	\$350.00/Hr
2.	Senior Project Engineer – Licensed Professional Engineer	\$190.00/Hr
	Litigation Related Services	\$300.00/Hr
3.	Project Engineer – Licensed Professional Engineer	\$165.00/Hr
	Litigation Related Services	\$240.00/Hr
4.	Professional Engineer or Geologist	\$150.00/Hr
5.	Staff Engineer or Geologist	\$110.00/Hr
6.	Project Manager	\$150.00/Hr
7.	Engineering Technician – Field and Office	
a.	Technician Level I	\$58.00/Hr
b.	Technician Level II	\$64.00/Hr
c.	Technician Level III	\$74.00/Hr
d.	Technician Level IV	\$84.00/Hr
e.	Technician Level V	\$95.00/Hr
f.	ICC Certified Inspector	\$95.00/Hr
g.	Technician Supervisor	\$110.00/Hr
8.	Computer Processor / Draftsman	\$80.00/Hr
9.	Typist and Reproduction Clerk	\$70.00/Hr
10.	Travel by Automobile or Pick Up Truck	Federal Rate
11.	Air Travel and / or Per Diem for Administration, Engineering, Or Technicians	Cost + 10%
12.	Consultants with Special Expertise	Special Quote
13.	Special Tools, Equipment or Clothing Not Normally used For Most Operations	Cost + 20%
14.	Extra Reports (Over the Amount Specified in Proposal)	\$50.00 /Ea
15.	File Copies	
a.	Per Page	\$0.20/Ea
b.	Reproduction Clerk Time Applies	

EXHIBIT 'C': INSURANCE & CERTIFICATIONS



GEOTENG-01

FIVPA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2025

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 The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price	
	PHONE (A/C, No, Ext): (205) 397-5105	FAX (A/C, No): (205) 397-5155
INSURED Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	E-MAIL ADDRESS: aprice@prewitt.group	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Aspen Specialty Insurance Company	
	INSURER B: Middlesex Insurance Company	
	INSURER C: Starstone Specialty Ins. Co.	
	INSURER D: The Sheffield Group	
INSURER E: Continental Casualty Company		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ER010YK24	5/22/2024	5/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 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	5/22/2024	5/22/2025	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 \$	X	X	81338Z240ALI	5/22/2024	5/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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		X	41359-00	1/1/2025	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	☒ Professional Liab			MCH591949859	5/22/2024	5/22/2025	Each Claim/Aggregate 2,000,000
A	☒ Contractor Pollution			ER010YK24	5/22/2024	5/22/2025	Per Claim 1,000,000

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

Re: Project #2025-3005-02, MCR-2024-201, 2024 PAYGO Resurfacing Commission District 2

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law. Workers Compensation Employers Liability Carrier for The Sheffield Fund is ACE American Insurance Co. NAIC#22667, Limits the same, effective 01-01-2025 to 12-31-2025, Policy# HDOG48955940. Officers Excluded from Workers Compensation are as follows: Lynn C. Doyle II and Clayton B. Doyle.

City of Mobile is are named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds will apply on SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Mobile PO 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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY The Prewitt Group		NAMED INSURED Geotechnical Engineering Testing Inc. 904 Butler Dr. Mobile, AL 36693	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 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:
 a Primary and Non-Contributory basis over other valid and collectable insurance.

Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

EXHIBIT 'D': E-VERIFY AFFIDAVIT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Curt Doyle (affiant) who, being duly sworn says as follows:

President/CEO of Geotechnical Engineering Testing, 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 President for Geotechnical Engineering Testing, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

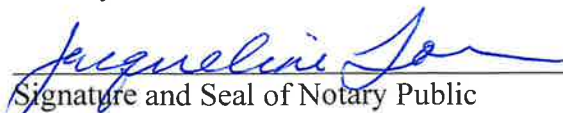
I further attest that said Geotechnical Engineering Testing, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 296114



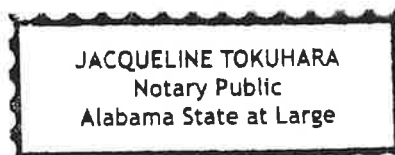
CEO of Geotechnical Engineering Testing, Inc.

Sworn to and subscribed before me this the 26 day of MARCH, 2025.

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



Signature and Seal of Notary Public





Company ID Number: 296114

Approved by:

Employer Geotechnical Engineering Testing, Inc.	
Name (Please Type or Print) Doyle B Clayton	Title
Signature Electronically Signed	Date 01/13/2010
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/13/2010



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-02 Current Date 3 / 10 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be
waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

Waiver requested due to the nature of the work. This is a materials testing contract and the required work

is specialized and small enough not to warrant the use of sub-consultants.

John Forrester

Requested By (Department Director)

(Signature)

251-208-7243

Telephone Number

City Engineer

(Title)

3/10/2025

(Date)

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

3/14/2025

(Date)

Approved By (CAO)

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmembers Joel Daves, Josh Woods, and Gina Gregory

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

That the Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, on behalf of the City of Mobile, a contract between the City of Mobile and Geotechnical Engineering Testing, Inc., for services related to testing and evaluating soils and materials in connection with the design and construction of the **2024 Paygo Resurfacing – Commission District 2 (Project No. 2025-3005-02)**, as more fully set forth in the contract attached hereto and made a part hereof by reference. A copy of said contract is on file in the Office of the City Clerk.

Name of Company:	Geotechnical Engineering Testing, Inc.
Project Name:	2024 Paygo Resurfacing Commission District 2 (D5-7) COM Project # 2025-3005-02
Cost:	\$70,000.00

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET

Contract# 5347



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

John Forrester, City Engineer

Sponsored by:

Joel Daves, Councilmember
Josh Woods, Councilmember
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:

Approve contract with Harwell and Company, LLC for resurfacing.

Amount of Contract:

\$4,285,804.12

Funding Source

C1008

ATTACHMENTS:

1. 2025-3005-02 2024 PAYGO Resurfacing Commission D2 (Harwell and Company, LLC)

REVIEWERS:

Jessica White
John Forrester
Brenda Rhodes
Cherlina Monteiro
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: 2024 PAYGO Resurfacing Commission District 2 (D5-7);

COM Project# 2025-3005-02

PROJECT #: C1008 DATE OF RECEIPT: _____

PROJECT DESCRIPTION: Resurfacing

CONTRACT AMOUNT: \$4,285,804.12

VENDOR NAME: Harwell and Company, LLC

VENDOR NUMBER: 294040

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** X **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 4/22/2025

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson

Council members Joel Daves, Josh Woods, and Gina Gregory

WHEREAS, bids for street repairs for districts 5,6 and 7 were received and opened on March 19, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from Harwell and Company, LLC., in the amount of \$4,285,804.12.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by Harwell and Company, LLC.

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

Name of Company: Harwell and Company, LLC.

Project Name: 2024 PAYGO Resurfacing Commission District 2 (D5-7)

Project Number: 2025-3005-02

Amount: \$4,285,804.12

Adopted:

City Clerk



**2024 PAYGO RESURFACING –
COMMISSION DISTRICT 2**

PROJECT No. 2025-3005-02

BID DATE – MARCH 19, 2025

Lang C. Dorsey
2/03/2025

CONTENTS

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Instructions to Bidders..... II

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Bid Bond IV

Labor and Materials Bond V

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Certificate of Contractor’s and Subcontractor’s Insurance..... VII

Special Provisions.....VIII

Articles of Agreement..... IX

Supplemental Specifications..... X

Location Attachment A

Contractor’s Insurance Certification Attachment B

DBE Compliance Form Attachment C

Certifications, Affidavits, & Project Closeout..... Attachment D

Sign Details..... Attachment E

Geotechnical Reports and/or Mix Designs..... Attachment F

Tax Exemption..... Attachment G

**2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02**

**ITEM I
INVITATION TO BID**

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, **MARCH 19, 2025** and then publicly opened and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No: **2025-3005-02**
Project: **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**
Project Description: Asphalt milling, overlaying, road repairs, striping & markings

Plans and contract documents may be inspected and obtained from **Isaiah Engineering, Inc., 413-C Azalea Rd., Mobile, Alabama 36609 (Phone: 251-344-2022)** upon payment of \$200 dollars (\$200.00). Any questions concerning the plans or contract documents should be addressed to the Engineer (**Dorsey & Dorsey Engineering, Inc., 251-605-2023**). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference held on **MARCH 12, 2025**. No questions, whether orally or written, will be addressed after 12:00 P.M. on **MARCH 17, 2025**.

A Mandatory Pre-Bid Conference will be held in the Engineering Conference Room, 3rd Floor, South Tower, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on MARCH 12, 2025 at 10:30 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.

No bid will be received and considered unless made out on the blank form or proposal attached, and unless all papers attached hereto are returned with the bid and the proposal sheet attached.

Bidders are advised to review the bid documents carefully and thoroughly for the specific federal provisions that must be met over the course of the Project. The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond \$10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2022 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for completion of **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**, City of Mobile Project No. **2025-3005-02**, in the City of Mobile, Alabama".

PUBLISH IN THE FOLLOWING PUBLICATIONS/DATES:

PLEASE PUBLISH IN THE ISSUES OF: LAGNIAPPE Feb 19, 2025, February 26, 2025, and March 5, 2025.

ITEM II
INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President," "Secretary," "Agent," or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules, and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:

Where the word “Owner” appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:

Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount \$10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:

The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:

Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed, and marked on the outside “Bid for completion of **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2**, City of Mobile Project No. **2025-3005-02**, in the City of Mobile, Alabama.”

10. TIME FOR RECEIVING BIDS:

Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner’s satisfaction that the late arrival was due solely to mail delays, beyond the Bidder’s responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:

At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

Unless otherwise specified, a bidder must submit evidence that he is pre-qualified to bid State of Alabama Department of Transportation (ALDOT) projects. The bidder must be on ALDOT's "bidder's list" in effect at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a **Municipal & Utility (MU) or a Highways & Streets (HS) major classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.**

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- a. Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- c. Contractor default under previous contracts with the owner.
- d. Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- e. Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- f. Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications, and all other documents pertaining to the work, which will be open to their inspection. Failure to do so

will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) **Limitations:** The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items," so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) **Subcontractor's Status:** A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) **Notice of Intent:** The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular

features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours' notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III
PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date MARCH 19, 2025

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications, and the drawings, as prepared by the CITY ENGINEER, as well as the premises

Project Name: 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

Project No: 2025-3005-02

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings, traffic cameras, concrete

Major work items include: Asphalt milling and overlaying

The Bidder further agrees to construct the improvements in **120 working** days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the **State of Alabama Highway Department Standard Specifications for Highway Construction, 2022 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.**

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 10:00A.M. on **MARCH 17, 2025**. Any such interpretation, any supplemental instructions will be emailed, mailed or delivered to all prospective bidders.

03-14-2025

Memo

TO
All Bidders

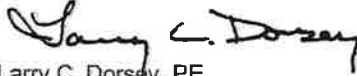
FROM
Dorsey & Dorsey

RE:
2024 PayGo Resurfacing
Commission District 2

Addendum No. 0001

ADDENDUM NO. 0001 GENERAL SUMMARY:

1. Corrected header from "2025" to "2024" on all the contract documents. Most changes are highlighted in yellow.
2. Revised working restrictions times.
3. Changed construction time from 180 calendar days to 120 working days.
4. Made changes to special clauses concerning striping/markings/cameras.
5. Deleted Camera System 3 at the intersection of Hillcrest and Grelot and changed to a wiring loop detection system.
6. Added hard copy of bid item sheets to the contract documents. Sheets generated from the Excel spreadsheet file provided will still replace these sheets in the submitted bid to determine the apparent low bidder.
7. Provided updated sheet for the DBE participation reflecting the change to 5% and its letter of establishing this number.
8. Several drawing changes were made mostly on the Summary of Quantity Sheets.
9. No inlet throats are expected to be removed. If the existing throats are damaged by removing the tops, as mentioned in the Pre-Bid meeting, replacement and repairs can be included in bid item for minor structure concrete.
10. NOTE: All bids must be submitted unbound and single sided.



Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey



DORSEY & DORSEY

PH 251-605-2023



03-17-2025

Memo

TO
All Bidders

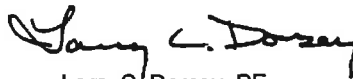
FROM
Dorsey & Dorsey

RE:
2024 PayGo Resurfacing
Commission District 2

Addendum No. 0002

ADDENDUM NO. 0002 GENERAL SUMMARY:

1. Re-issued Excel spreadsheet replace the one sent out under Addendum No. 0001. It adds Pay Item 634-A Chain Link Industrial Fence (Repairs) to the Halls Mills – Cottage Hill bid sheet.
2. Question: Can a milled surface be left overnight on the PayGo streets?
Answer: **Yes, but swept clean and free of any debris.**



Larry C. Dorsey, PE
AL 21807
Dorsey & Dorsey



DORSEY & DORSEY

PH 251-605-2023



The following sheets showing the Bid List Items are only to see a hard copy of the Bid items. Use the Excel Spreadsheet, replace these sheets, and submit the hard copy sheets generated by Excel spreadsheet for the actual proposal. If there are any discrepancies with this hard copy and the Excel generated hard copy, the Excel sheets override.

City of Mobile Project No. 2025-3005-02 (Area 1 - Hillcrest N1) Grelot - Airport
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	50	\$16.50	Sixteen Dollars and Fifty Cents	\$825.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	200	\$12.50	Twelve Dollars and Fifty Cents	\$2,500.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
206-E4	Remove Concrete Inlet Throats	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	41758	\$1.25	One Dollar and Twenty Five Cents	\$52,197.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	3445	\$112.00	One Hundred Twelve Dollars and No Cents	\$385,840.00
534-D	Cleaning Existing Inlet	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
600-A	Mobilization	LS	1	\$17,228.60	Seventeen thousand two Hundred Twenty Eight Dollars and Sixty Cents	\$17,228.60
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$15,790.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	80	\$88.25	Eighty Eight Dollars and Twenty Five Cents	\$7,060.00
618-D2	Handicap Ramp, Type 3C	EA	8	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$14,000.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	10	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$2,750.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
623-B1	Concrete Curb (Match in Kind)	LF	400	\$43.50	Forty Three Dollars and Fifty Cents	\$17,400.00
623-C	Combination Curb & Gutter	LF	250	\$43.50	Forty Three Dollars and Fifty Cents	\$10,875.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	400	\$8.50	Eight Dollars and Fifty Cents	\$3,400.00
665-J	Silt Fence	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-O	Silt Fence Removal	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
698-A	Construction Fuel (Max Bid Limited to \$50,000)	LS	1	\$1.00	One Dollar and No Cents	\$1.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$23,632.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$22,433.25
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,762.50	Seven Thousand Seven Hundred Sixty Two Dollars and Fifty Cents	\$23,287.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$22,433.25
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	12	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$11,040.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	1000	\$0.15	No Dollars and Fifteen Cents	\$150.00
703-A	Traffic Control Markings, Class 2, Type A	SF	4000	\$6.90	Six Dollars and Ninety Cents	\$27,600.00
703-B	Traffic Control Legends, Class 2, Type A	SF	800	\$6.90	Six Dollars and Ninety Cents	\$5,520.00

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
703-D	Temporary Traffic Control Markings	SF	2000	\$2.30	Two Dollars and Thirty Cents	\$4,600.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	25	\$6.33	Six Dollars and Thirty Three Cents	\$158.25
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	500	\$6.33	Six Dollars and Thirty Three Cents	\$3,165.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	500	\$6.33	Six Dollars and Thirty Three Cents	\$3,165.00
729-D	Cameras (Location 1, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 2, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
730-H	Loop Wire Replacement (Int Hillcrest/Grelot 4 Approaches)	LF	7108	\$5.67	Five Dollars and Sixty Seven Cents	\$40,302.36
740-A	Traffic Control	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

HILLCREST N1 Subtotal	\$846,370.57
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City of Mobile Project No. 2025-3005-02 (Area 1 - Hillcrest N2) Airport - Old Shell
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	250	\$16.50	Sixteen Dollars and Fifty Cents	\$4,125.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	300	\$12.50	Twelve Dollars and Fifty Cents	\$3,750.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
206-E4	Remove Concrete Inlet Throats	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	34258	\$1.25	One Dollar and Twenty Five Cents	\$42,822.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	2441	\$113.00	One Hundred Thirteen Dollars and No Cents	\$275,833.00
429-A2	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 220LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	514	\$115.00	One Hundred Fifteen Dollars and No Cents	\$59,110.00
534-D	Cleaning Existing Inlet	EA	1	\$500.00	Five Hundred Dollars and No Cents	\$500.00
600-A	Mobilization	LS	1	\$12,728.60	Twelve Thousand Seven Hundred Twenty Eight Dollars and Sixty Cents	\$12,728.60
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$15,790.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-D2	Handicap Ramp, Type 3C	EA	10	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$17,500.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	19	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$5,225.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00

621-C2	Inlet, Replace Top (S-Inlet)	EA	1	\$3,500.00	Three Thousand Five Hundred Dollars and No Cents	\$3,500.00
623-B1	Concrete Curb (Match in Kind)	LF	150	\$43.50	Forty Three Dollars and Fifty Cents	\$6,525.00
623-C	Combination Curb & Gutter	LF	100	\$43.50	Forty Three Dollars and Fifty Cents	\$4,350.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	900	\$8.50	Eight Dollars and Fifty Cents	\$7,650.00
665--J	Silt Fence	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-O	Silt Fence Removal	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-Q	Wattles	LF	30	\$25.00	Twenty Five Dollars and No Cents	\$750.00
674-A	Construction Safety Fence	LF	150	\$8.00	Eight Dollars and No Cents	\$1,200.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	3	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$23,632.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$14,955.50
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,762.50	Seven Thousand Seven Hundred Sixty Two Dollars and Fifty Cents	\$15,525.00
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	2	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$14,955.50
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	12	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$11,040.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	500	\$0.15	No Dollars and Fifteen Cents	\$75.00
703-A	Traffic Control Markings, Class 2, Type A	SF	3000	\$6.90	Six Dollars and Ninety Cents	\$20,700.00
703-B	Traffic Control Legends, Class 2, Type A	SF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
703-D	Temporary Traffic Control Markings	SF	2500	\$2.30	Two Dollars and Thirty Cents	\$5,750.00

705-A1	Pavement Markers, Class A, Type 2, Blue	EA	20	\$6.33	Six Dollars and Thirty Three Cents	\$126.60
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	400	\$6.33	Six Dollars and Thirty Three Cents	\$2,532.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	400	\$6.33	Six Dollars and Thirty Three Cents	\$2,532.00
729-D	Cameras (Location 8, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
740-A	Traffic Control	LS	1	\$10,000.00	Ten Thousand Dollars and No Cents	\$10,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$25,000.00	Twenty Five Thousand Dollars and No Cents	\$25,000.00

HILLCREST N2 Subtotal

\$668,833.88

City of Mobile Project No. 2025-3005-02 (Area 2 - Hillcrest S) Hall Mills - Cottage Hill
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	240	\$16.50	Sixteen Dollars and Fifty Cents	\$3,960.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	540	\$12.50	Twelve Dollars and Fifty Cents	\$6,750.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	6	\$500.00	Five Hundred Dollars and No Cents	\$3,000.00
206-E4	Remove Concrete Inlet Throats	EA	2	\$500.00	Five Hundred Dollars and No Cents	\$1,000.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	78161	\$1.25	One Dollar and Twenty Five Cents	\$97,701.25
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	6448	\$112.00	One Hundred Twelve Dollars and No Cents	\$722,176.00
534-D	Cleaning Existing Inlet	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
600-A	Mobilization	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	200	\$78.50	Seventy Eight Dollars and Fifty Cents	\$15,700.00
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	50	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$4,287.50
618-D2	Handicap Ramp, Type 3C	EA	37	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$64,750.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-E	Truncated Dome Insert, New Construction	EA	39	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$10,725.00
620-A	Minor Structure Concrete	CY	2	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$1,950.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	6	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$15,000.00
623-B1	Concrete Curb (Match in Kind)	LF	400	\$43.50	Forty Three Dollars and Fifty Cents	\$17,400.00

623-C	Combination Curb & Gutter	LF	200	\$43.50	Forty Three Dollars and Fifty Cents	\$8,700.00
634-A	Chain Link Industrial Fence (Repairs)	LS	1	\$1,000.00	One Thousand Dollars and No Cents	\$1,000.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	10	\$49.50	Forty Nine Dollars and Fifty Cents	\$495.00
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	2500	\$8.50	Eight Dollars and Fifty Cents	\$21,250.00
665--J	Silt Fence	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-O	Silt Fence Removal	LF	50	\$7.00	Seven Dollars and No Cents	\$350.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	15	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$13,800.00
701-G1	Solid Yellow Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G2	Broken Yellow Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G3	Solid White Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-G4	Broken White Class 3, Type W Traffic Stripe, 5" Wide (With All Weather Element)	LF	500	\$6.90	Six Dollars and Ninety Cents	\$3,450.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	2000	\$2.30	Two Dollars and Thirty Cents	\$4,600.00

703-A	Traffic Control Markings, Class 2, Type A	SF	6000	\$6.90	Six Dollars and Ninety Cents	\$41,400.00
703-B	Traffic Control Legends, Class 2, Type A	SF	1600	\$6.90	Six Dollars and Ninety Cents	\$11,040.00
703-D	Temporary Traffic Control Markings	SF	3200	\$2.30	Two Dollars and Thirty Cents	\$7,360.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	25	\$6.33	Six Dollars and Thirty Three Cents	\$158.25
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	600	\$6.33	Six Dollars and Thirty Three Cents	\$3,798.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	600	\$6.33	Six Dollars and Thirty Three Cents	\$3,798.00
729-D	Cameras (Location 4, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and	\$31,465.68
740-A	Traffic Control	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00

HILLCREST S Subtotal	\$1,385,217.18
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City of Mobile Project No. 2025-3005-02 (Area 3 - Azalea) Cottage Hill - Airport
2024 PayGo RESURFACING - COMMISSION DISTRICT 2

Item No	Description	Bid Unit	Bid Quantity	Bid Unit Price	Unit Price Written In Words	Bid Amount
206-C1	Pavement Removal (Incl Sawcutting)	SF	720	\$7.00	Seven Dollars and No Cents	\$5,040.00
206-C2	Removal Concrete Sidewalk (Incl Sawcutting All Depths)	SY	310	\$16.50	Sixteen Dollars and Fifty Cents	\$5,115.00
206-D2	Removing Curb & Gutter (Incl Sawcutting)	LF	360	\$12.50	Twelve Dollars and Fifty Cents	\$4,500.00
206-E2	Removal of Inlet Lid-(S-Inlet)	EA	15	\$500.00	Five Hundred Dollars and No Cents	\$7,500.00
206-E4	Remove Concrete Inlet Throats	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
210-A	Unclassified Excavation (Truck Bed Measure)	CY	150	\$27.50	Twenty Seven Dollars and Fifty Cents	\$4,125.00
210-D	Borrowed Excavation (Truck Bed Measure)	CY	100	\$32.50	Thirty Two Dollars and Fifty Cents	\$3,250.00
301-A	Crushed Aggregate Base Course, Type B, 6" Thick	SY	810	\$40.00	Forty Dollars and No Cents	\$32,400.00
408-A1	Planing (Milling) of Existing Pavement, 1" - 2" Thick	SY	66674	\$1.25	One Dollar and Twenty Five Cents	\$83,342.50
410-H	Material Remixing Device	EA	1	\$12,000.00	Twelve Thousand Dollars and No Cents	\$12,000.00
429-A1	Improved Bituminous Concrete Wearing Surface, 1/2" Max Aggregate Size Mix, ESAL Range A/B Approx. 165LBS/SY (Incl Tack Coat & Cleaning Gutters)	TON	5500	\$112.00	One Hundred Twelve Dollars and No Cents	\$616,000.00
517-A	Galvanized Steel Pipe Handrail	LF	40	\$174.00	One Hundred Seventy Four Dollars and No Cents	\$6,960.00
534-D	Cleaning Existing Inlet	EA	10	\$500.00	Five Hundred Dollars and No Cents	\$5,000.00
600-A	Mobilization	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
618-A1	Concrete Sidewalk, 4" Thick (Incl Excavation)	SY	250	\$78.95	Seventy Eight Dollars and Ninety Five Cents	\$19,737.50
618-A2	Concrete Sidewalk, 5" Thick (Incl Excavation)	SY	100	\$85.75	Eighty Five Dollars and Seventy Five Cents	\$8,575.00
618-B	Concrete Driveway (Apron), 6" Thick (Incl Excavation)	SY	40	\$88.25	Eighty Eight Dollars and Twenty Five Cents	\$3,530.00
618-D2	Handicap Ramp, Type 3C	EA	8	\$1,750.00	One Thousand Seven Hundred Fifty Dollars and No Cents	\$14,000.00
618-D3	Handicap Ramp, Type 1B	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00
618-D4	Handicap Ramp, Type 4	EA	1	\$2,000.00	Two Thousand Dollars and No Cents	\$2,000.00

618-E	Truncated Dome Insert, New Construction	EA	10	\$275.00	Two Hundred Seventy Five Dollars and No Cents	\$2,750.00
620-A	Minor Structure Concrete	CY	3	\$975.00	Nine Hundred Seventy Five Dollars and No Cents	\$2,925.00
621-C2	Inlet, Replace Top (S-Inlet)	EA	15	\$2,500.00	Two Thousand Five Hundred Dollars and No Cents	\$37,500.00
623-B1	Concrete Curb (Match in Kind)	LF	300	\$43.50	Forty Three Dollars and Fifty Cents	\$13,050.00
623-C	Combination Curb & Gutter	LF	260	\$43.50	Forty Three Dollars and Fifty Cents	\$11,310.00
650-A	Topsoil, 4" Thick (Truck Bed Measure)	CY	5	\$49.50	Forty Nine Dollars and Fifty Cents	\$247.50
652-A	Seeding	ACRE	0.5	\$1,200.00	One Thousand Two Hundred Dollars and No Cents	\$600.00
654-A	Solid Sodding (Match Existing)	SY	2500	\$8.50	Eight Dollars and Fifty Cents	\$21,250.00
665--J	Silt Fence	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-O	Silt Fence Removal	LF	100	\$7.00	Seven Dollars and No Cents	\$700.00
665-Q	Wattles	LF	50	\$25.00	Twenty Five Dollars and No Cents	\$1,250.00
674-A	Construction Safety Fence	LF	100	\$8.00	Eight Dollars and No Cents	\$800.00
690-A	Project Sign (Portable)	EA	1	\$250.00	Two Hundred Fifty Dollars and No Cents	\$250.00
701-A4	Solid White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	6	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$47,265.00
701-A5	Broken White Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	6	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$44,866.50
701-A6	Solid Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,877.50	Seven Thousand Eight Hundred Seventy Seven Dollars and Fifty Cents	\$39,387.50
701-A7	Broken Yellow Class 2, Type A Traffic Stripe, 5" Wide (With All Weather Element)	MILE	5	\$7,477.75	Seven Thousand Four Hundred Seventy Seven Dollars and Seventy Five Cents	\$37,388.75
701-1E	Solid/Broken Temporary Traffic Stripe	MILE	25	\$920.00	Nine Hundred Twenty Dollars and No Cents	\$23,000.00
701-H	Solid/Broken Traffic Stripe Removed (Tape)	LF	500	\$0.15	No Dollars and Fifteen Cents	\$75.00
703-A	Traffic Control Markings, Class 2, Type A	SF	6000	\$6.90	Six Dollars and Ninety Cents	\$41,400.00
703-B	Traffic Control Legends, Class 2, Type A	SF	2500	\$6.90	Six Dollars and Ninety Cents	\$17,250.00

703-D	Temporary Traffic Control Markings	SF	5000	\$2.30	Two Dollars and Thirty Cents	\$11,500.00
705-A1	Pavement Markers, Class A, Type 2, Blue	EA	40	\$6.33	Six Dollars and Thirty Three Cents	\$253.20
705-A2	Pavement Markers, Class A, Type 2A, (Yellow or White)	EA	1200	\$6.33	Six Dollars and Thirty Three Cents	\$7,596.00
705-A3	Pavement Markers, Class A, Type 2A, (White or Yellow/Red)	EA	1200	\$6.33	Six Dollars and Thirty Three Cents	\$7,596.00
729-D	Cameras (Location 5, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 6, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
729-D	Cameras (Location 7, Completely Installed and Fully Operational) - Currux #M4318-PLVE/36" Camera Mount	LS	1	\$31,465.68	Thirty One Thousand Four Hundred Sixty Five Dollars and Sixty Eight Cents	\$31,465.68
740-A	Traffic Control	LS	1	\$15,000.00	Fifteen Thousand Dollars and No Cents	\$15,000.00
999-X	Work of a Similar Nature Utilizing Bid Items and Unit Prices to be Determined by the Engineer	LS	1	\$50,000.00	Fifty Thousand Dollars and No Cents	\$50,000.00
AZALEA Subtotal						\$1,385,382.49

BID TOTALS	
AREA 1 - HILLCREST N1 Subtotal	\$846,370.57
AREA 1 - HILLCREST N2 Subtotal	\$668,833.88
AREA 2 - HILLCREST S Subtotal	\$1,385,217.18
AREA 3 - AZALEA Subtotal	\$1,385,382.49
*TOTAL PROJECT BID	\$4,285,804.12
(Total of Subtotals)	

*** Project will be awarded on the "Total Project Bid" value**

Total Project Bid

Total (All items listed in Proposal) 4,285,804.¹²

Written in words Four million, two hundred eighty-five thousand, eight hundred four dollars and twelve cents.

Number of working days to complete 120

Signature of Bidder _____
(If a firm or individual)

Address of Bidder _____

By HARWELL + COMPANY, LLC

Signature of Bidder _____
(If a corporation)

By DOUG HARWELL
President

Business Address 75 MIDTOWN PARK E
MOBILE, AL 36606

Secretary _____

Business Address _____

Treasurer _____

Business Address _____

(Corporate Seal)

Name of State under the Laws of which
the Corporation was chartered:

ATTEST: Jada Worring
Secretary

46763
State License Number



JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027

Corporate Seal

2025 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

ITEM IV
BID BOND

KNOW ALL MEN BY THESE PRESENT:

That Harwell & Company, LLC
(Name of Contractor)
75 Midtown Park E., Mobile, AL 36606-4141
(Address)
as Principal, and Old Republic Surety Company
(Name of Surety)
P. O. Box 1635, Milwaukee, WI 53201
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is \$10,000) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **2024 PAYGO RESURFACING - COMMISSION DISTRICT 2, City of Mobile Project No. 2025-3005-02**. The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed \$10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered March 19, 2025 (Date)
Harwell & Company, LLC (Contracting Firm)

Witness as to Principal By: [Signature] (SEAL)
Old Republic Surety Company (Name of Surety)

COUNTERSIGNED: Tammy P. Williams
Alabama Resident Agent By Tammy P. Williams, Attorney-In-Fact
Tammy P. Williams, Alabama Agent License #: 52812

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 19th day of March, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

VALENT GROUP, LLC

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 2nd day of April
2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Harwell & Company, LLC
BY: [Signature]
ITS: OWNER/MEMBER/CEO
(Title)

ATTEST:
[Signature]
(Signature)
ITS: Office Manager

Old Republic Surety Company
BY: [Signature]
(Signature)
ITS: Attorney-In-Fact
(Title)

ATTEST:
[Signature]

(Signature)
ITS: Agent (Title)

Corporate Seal



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS of MOBILE, AL**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



92-0152

Signed and sealed at the City of Brookfield, WI this 2nd day of April, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

**2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02**

**ITEM VI
PERFORMANCE BOND**

KNOW ALL MEN: That we Harwell & Company LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the “Principal”, and

Old Republic Surety Company, P. O. Box 1635, Milwaukee, WI 53201

(Name and Address or legal title of one or more sureties)

hereinafter called the “Surety” or “Sureties”, are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the “Owner”, in the sum of Four million two hundred eighty five thousand eight hundred four dollars & twelve cents dollars (\$4,285,804.12-----), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated . 20 , entered into a Contract with the Owner for 2024 PAYGO Resurfacing- Commission District 2 which agreement is by reference made a part hereof. Project No. 2025-3005-02

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

SIGNED, SEALED AND DELIVERED this 2nd day of April
2025.

Individual Principals sign here

_____(SEAL)

_____(SEAL)

_____(SEAL)

In the presence of:

Harwell & Company, LLC

BY: _____

(Signature)

ITS: _____

(Title)

ATTEST:

Jada A. Wang
(Signature)

ITS: Office Manager

Old Republic Surety Company

BY: _____

(Signature)

ITS: _____

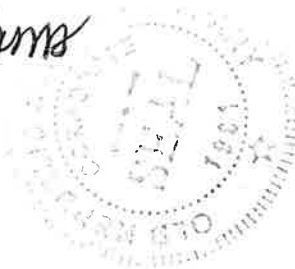
(Title)

ATTEST:

Demelle R. Stokes
(Signature)

ITS: Agent

Corporate Seal





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **MARSHA GREENE, CHARLES E. GUNTARP JR, DANELLE R. STOKES, TAMMY P. WILLIAMS** of MOBILE, AL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile 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 affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 11th day of July, 2023

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 11th day of July, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-0152



Signed and sealed at the City of Brookfield, WI this 2nd day of April, 2025

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

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, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such 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, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality 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 qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. 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 by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.
4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.
5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII
INSURANCE

- A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.
- B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

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

1. 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.

2. 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.

3. 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.

4. 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.

5. 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).

- a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.
- b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.
- c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional 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.
- d. 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.
- e. 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.

ITEM VIII
SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:
 - (a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.
 - (b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.
2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.
3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:
 - (a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.
 - (b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.
 - (c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Sub article 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

- (d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.
- 4. The successful bidder shall make every reasonable effort to have at least five (5%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile DBE Compliance Form (See Attachment C) must be submitted with the bid documents.
- 5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the **Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.
- 7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.
- 8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.
- 9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.
- 10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile.
- 11. **The contractor shall provide maintenance for a period of one year from final acceptance of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one-year period shall be provided with no additional compensation.**
- 12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.
- 13. The Contractor shall always have on the job site, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions

from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

14. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable spec sections of Items 104 and 107. There will be no compensation for this work.
15. **The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.**
16. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

If any private utility line, including but not limited to irrigation lines, are encountered within the right-of-way, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).
17. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).
18. **The contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction.** Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation and all required materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until the project is complete and any other incidentals necessary to complete the job, shall be subsidiary of Item No. 600A, Mobilization. The contractor shall restore all existing traffic mechanisms to original condition.
19. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

20. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).
21. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contractor's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with **FHWA 2009 MUTCD with Revisions 1, 2, and 3, July 2022** and at no cost to the Owner.
22. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.
23. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project.
24. Contractor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Sub articles 206.4(c) and 201.03(d) of the Standard Specifications.**

The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.
25. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.
26. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.
27. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no

direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

28. All water and sanitary sewer work shall comply with the **Mobile Area Water and Sewer System (MAWSS)** Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.
29. **The project site shall be kept clean at all times.** Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.
30. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.
31. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.
32. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.
33. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. **At least two (2) copies of video and/or photos shall be made.** City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.
34. It is the sole responsibility of the Contractor to protect his/her equipment. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.
35. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.
36. Any damage to private property beyond the limits required to install the storm drain system, sidewalk, curbing, etc., as determined by the Engineer, shall be repaired at the Contractor's expense.
37. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures. Any damage to the existing structures from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items located within the project area. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

38. There shall be no adjustment to fuel or asphalt index for this project. See Item No. 698-A for limits.
39. The contractor shall be responsible for implementing and maintaining any and all necessary environmental control measures in accordance with all Local, State, and Federal laws and requirements. This includes protection from concrete surface preparations, erosion, and sediment controls, as well as a result from any other construction related activities. There will be no direct payment for the materials, equipment, labor or other incidentals required to fulfill this requirement, shall be subsidiary of Item No. 600A, Mobilization.
40. The Contractor shall provide, install, and maintain all temporary erosion control measures shown on the drawings. Wattles, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.
41. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.
42. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the **Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.**

Any fines, penalties, or judgments assessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.
44. Working hours on certain streets will be limited. See Map Book construction plans. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.
45. **Workmen shall wear reflectorized jackets while on the construction sites.**
46. At intersections, the City Project Inspectors shall determine the limits to mill and resurface.
47. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.
48. Reflective Hot tape or 3M-brand reflective roll tape may be allowed to be substituted for thermoplastic paint on Item 703-A. Traffic Engineering must approve any substitutions before use.

49. The Engineer will prepare an estimate once each month for work completed.
50. For planning purposes, an anticipated paving schedule for each of the work areas shall be submitted to the Engineer one week prior to beginning of work.
51. Temporary markings shall be immediately painted once pavement lanes are completely open for unmanaged vehicular use. Permanent striping and markings shall be placed no later than 45 days including the curing period of completion of asphalt paving at each area (Area 1, 2 3, and 4). Failure to make this happen shall cause the project to be placed in default as outlined in Section 108.04 of The Alabama Department of Standard Specifications for Highway Construction, 2022 Edition.
52. If contract completion days are exceeded, Section 108.11 of The Alabama Department of Standard Specifications for Highway Construction, 2022 Edition will be enforced for liquidated damages.
53. Asphalt placed without properly signed tickets by the assigned testing services will not be paid for.
54. Prior to installing the traffic cameras, the contractor is to contact Adam Spence (251-208-2960) with the City of Mobile Traffic Department to locate the exact pole location for each intersection's detection system.
55. VIDEO VEHICLE DETECTION SYSYEM – The system must be compatible to the City of Mobile's current system. The system will be a Type 1 Video Vehicle Detection that will provide presence or pulse detection of vehicles, bicycles, and pedestrians for Traffic Signal Controller inputs. Type 1B – camera (fisheye type) with independent video detection processor will be used. The work shall consist of providing all labor, materials, equipment, and incidentals necessary to furnish, install, and test the Video Vehicle Detection equipment, complete and ready for service. The Currux carried (Axis-Panoramic Model #M4318-PLVE with 36" offset aluminum camera mount) meets these standards. Submittal must be made to the City of Mobile Traffic Department for final approval.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and HARWELL & COMPANY, LLC party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these presents does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: 2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

Project No: 2025-3005-02

Project Description: Asphalt milling, asphalt overlaying, road repairs, striping & markings, traffic cameras, concrete

Major work items include: Asphalt milling and overlaying

City of Mobile Project Number **2025-3005-02**, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total \$ 4,285,804.12) in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) 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 Contractor setting forth the obligations of the parties hereunder for the performance of the prescribed work. The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, these Articles of Agreement, notice to proceed, and any change orders that are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the Pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is **DORSEY & DORSEY ENGINEERING, INC. (251) 605-2023**.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction," 2022 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to **State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition**, with all latest additions and modifications by the Engineering Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify, and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any

of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to insure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact. Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date that final payment is received.
- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final payment.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

E-VERIFY:

(25) 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.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

SOURCE OF FUNDS FOR PAYMENT:

(26) The source of funds for payment by City under this contract is Mobile County PAYGO, MCR-2024-201, C1008. Said funds are on hand at the time of the execution of this contract.

PROHIBITION OF BOYCOTTING:

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

ANTI-DISCRIMINATION CLAUSE:

(28) 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.

GOVERNING LAW AND VENUE:

(29) 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.

TRIMBLE UNITY CONSTRUCT:

(30) The City utilizes Tremble Unity Connect (TUC) as its project management system. TUC is a secure data collection site: <https://app.e-builder.net>. Firms, including CONTRACTORS, shall use TUC as an essential component to project management with the City of Mobile.

2024 PAYGO RESURFACING – COMMISSION DISTRICT 2
PROJECT NO. 2025-3005-02

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____
ITS MAYOR

ATTEST:

BY: _____
CITY CLERK

CONTRACTOR:

AN INDIVIDUAL

WITNESSES:

HARWELL & COMPANY, LLC
CONTRACTOR: (IF CORPORATION)

BY: _____
ITS PRESIDENT

CORPORATE SEAL

ATTEST:
Jaila A. Wain
ITS SECRETARY
04/08/2025
DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Doug Harwell, whose name is signed to the foregoing instrument in the capacity of Owner/Member/CEO of Harwell Company, LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 21st day of April, 2025.

Jada A. Worring

NOTARY PUBLIC My Commission Expires:

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2022 Edition, shall be amended as follows:

1. **PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**
 - a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.
 - b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. **ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a): PARAGRAPH 1 LIMITATIONS* SHALL BE AMENDED TO INCLUDE THE FOLLOWING:**

The ENGINEER reserves the right, with approval from the CITY ENGINEER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers, or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. **SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE REPLACED WITH THE FOLLOWING:**

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract

Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210. PAY ITEM 210-A UNCLASSIFIED EXCAVATION; PAY ITEM 210-D BORROW EXCAVATION. STRUCTURE FILL (A-2-4 OR BETTER); PAY ITEM 210-E BORROW EXCAVATION STRUCTURE. SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on **certified delivery tickets** as determined by truck bed measure

5. ITEM 618-D HANDICAP RAMPS (TYPE(S) A, B, C, D, E & 4):

618.D.01

Description

This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials

Materials shall conform to Section 618 of the **2022 ALDOT Standard Specifications for Highway Construction**.

618.D.03

Basis of Payment

Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-E and are not included in Pay Item 618-D.

6. ITEM 618-E REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS:

618.E.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.E.2

Materials

Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Colonial Red, Federal Color Number 20109, or approved equal, Truncated Domes shall be 24" wide x 48" in length and shall have a mechanism for anchoring insert into concrete that allows easy removal and replacement.

618.E.3

Basis of Payment

Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes require cutting, payment will be made for each complete Truncated Dome Insert used in the installation.

7. SECTION 650. PAY ITEM 650-A TOPSOIL: SUB-SECTION 650.04 METHOD OF MEASUREMENT SHALL BE REPLACED WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A SOLID SODDING:

654.A.1

Description

This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

9. PROJECT SIGN - PORTABLE:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, a project sign(s) for the duration of the project. Project signs shall be portable and

moved from location to location as work progresses. Only one sign will be required per construction site. The project sign shall display the district number(s) and be in accordance with the detail shown in Attachment E.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

10. PORTABLE TOILETS:

Description

This pay item shall include all labor and maintenance necessary to provide, on the project site, portable toilets for the duration of the project. The Contractor, or his Subcontractors, shall provide for regularly scheduled maintenance and each unit shall be in good working order when work crews are present.

Basis of Payment

Payment will be included in the Lump Sum price for Mobilization.

ATTACHMENT “A”
LOCATION

(See Map Book Plans)

ATTACHMENT “B”

CONTRACTORS INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/02/2025

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 Valent Group, LLC 1110 Montimar Drive Suite 400 Mobile AL 36609		CONTACT NAME: Tammy Williams PHONE (A/C, No, Ext): (251) 544-7277 E-MAIL ADDRESS: twilliams@valentgroup.com FAX (A/C, No): (251) 343-0653													
INSURED Harwell & Company LLC; H & C Division Supply, LLC 75 Midtown Park E Mobile AL 36606-4141		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: State Auto Mutual Insurance Company</td><td>NAIC # 25135</td></tr><tr><td>INSURER B: XL Specialty Insurance Co</td><td>37885</td></tr><tr><td>INSURER C: Scottsdale Insurance Company</td><td>41297</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: State Auto Mutual Insurance Company	NAIC # 25135	INSURER B: XL Specialty Insurance Co	37885	INSURER C: Scottsdale Insurance Company	41297	INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL2511050532 **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 Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	10196150CP	01/14/2025	01/14/2026	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
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	10196149CA	01/14/2025	01/14/2026	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 \$ 10,000	Y	Y	10196151CU	01/14/2025	01/14/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ 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	Issued by Work Comp Carrier			PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
B	Leased/Rented Equipment Scheduled Equipment			UM00082560MA25A	01/14/2025	01/14/2026	Ded. \$2500 \$1,000,000 Ded. 3% \$2500 minimum \$3,196,143

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

Project Name: 2024 PAYGO Resurfacing-Commission District 2 Project No. 2025-3005-02 City of Mobile is included as Additional Insured with respect to General liability, Automobile liability and Umbrella liability. General liability, Automobile liability and Umbrella liability are Primary and Non-contributory with regard to any other insurance in force or which may be purchased by Additional Insured. A Waiver of subrogation applies in favor of City of Mobile with respect to General liability, Automobile liability and Umbrella liability. We will endeavor to provide a 30 day notice of cancellation, notice on non-renewal or material changes (except 10 days for non-payment of premium).

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

Charlie Huntzape, Jr.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2025

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.

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PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772														
INSURED HARWELL & COMPANY, LLC 75 MIDTOWN PARK E MOBILE, AL 36606-4141	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: WorkersFirst CompFund</td><td></td></tr><tr><td>INSURER B: Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WorkersFirst CompFund		INSURER B: Midwest Employers Casualty Company	23612	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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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 ☐ PROJECT ☐ 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 ☐ 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 \$ \$
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 ☐	X	EWC005404(WC)	1/1/2025	1/1/2026	X 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
B		N/A		PQAL127200(EL)			

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

RE: 2024 PAYGO Resurfacing -Commission District 2- Project No. 2025-3005-02. Location: Mobile, Alabama. City of Mobile is named as Alternate Employer. Waiver of Subrogation in favor of certificate holder applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

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

Linda Hudgins

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule
City of Mobile
P. O. Box 1827
Mobile, AL 36633

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective *4/2/2025 - 1/1/2026*
Insured
HARWELL & COMPANY, LLC
Insurance Company
WorkersFirst Comp Fund

Policy No. *PQAL127200(EL)* Endorsement No.
Premium *0*

Countersigned by *Linda Hudgins*

Endorsement Effective: 01/01/2025
Policy No.: EWC005404
Named Insured: WorkersFirst COMPFund

Alternate Employer Endorsement

In the event of bodily injury to an Employee of your Member while in the course of special or temporary employment with another employer (the "Alternate Employer"), we will, subject to the Retention(s) and Limit(s) of this Policy, indemnify you for workers' compensation benefits you pay to the Employee, his or her dependents, or to the Alternate Employer on behalf of the Employee, but only if all of the following conditions exist:

1. The Employee is injured while working for the Alternate Employer.
2. The Employee normally worked for the Alternate Employer in a State named in Schedule Item 3.
3. Before the date the Employee was injured, your Member signed a written contract with the Alternate Employer which requires your Member to provide workers' compensation coverage for the Employee.

The following conditions also apply:

1. Part Five – Premium, Section D. Payroll, shall include payroll attributable to work performed by your Member's Employees while in the course of special or temporary employment by the Alternate Employer.
2. Part Four – Claims applies to you and the Alternate Employer. It is your obligation to ensure the Alternate Employer's compliance with the duties and obligations set forth in Part Four – Claims.
3. This Policy may be canceled according to its terms without sending notice to the Alternate Employer.
4. This endorsement is not intended to satisfy the Alternate Employer's duty to secure its obligations under the Workers' Compensation Law. We will not file evidence of this insurance on behalf of the Alternate Employer with any government agency.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY



Secretary



President

Authorized Representative

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ATTACHMENT “C”
DBE COMPLIANCE FORM



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

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

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

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

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

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

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

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



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7367
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	HARWELL + COMPANY, LLC
Address	75 MIDTOWN PARK @, MOBILE, AL 36603
Telephone	251-308-4700
E-Mail	harwellinclean@bellsouth.net ; jada@harwellandcompany.com

680-0995

RFP/RFQ Solicitation Number	2025-3005-02
Project Description	2024 PAYGO RESURFACING - COMMISSION DISTRICT 2
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male <u>24</u> Female <u>7</u> Minority <u>12</u> Non-minority <u>14</u> SDVO <u> </u>
Total # of Employees	<u>31</u>

Subcontractor/Major Supplier Plan submitted by:

Printed Name: JADA WORRING Date: 3/19/2025
Signature: Jada Worring
Title: OFFICE MANAGER

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

Name: Jada Worring Title: Office Manager
Email: jada@harwellandcompany.com Phone: 251-308-4700



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
251.208.7867
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

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

HARWELL & COMPANY, LLC

Please Print Company Your Bid/Proposal Amount \$ 4,285,804.12

03/19/2025 Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2, 2025-3005-2

Date:

Name of Bidder/Proposer: HARWELL & COMPANY, LLC

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
J. Moore Construction	251-422-6411	ASPHALT/CONCRETE	215,000-	5%	YES	
C & H Const. Services	251-973-9500	traffic control	33,000-	1%	NO	
Benfrore & Hibberts	251-621-9325	Striping	650,000-	15%	NO	
Bagby & Russell	251-344-5987	Electrical	248,000-	6%	NO	
APAC		Asphalt	percentage used	percentage used	NO	
Mobile Asphalt		asphalt	percentage used	percentage used	NO	



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARWELL & COMPANY, LLC

Contact Person: JADA WORKING Phone 251-308-4700 Email jada@harwellandcompany.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach ☒ 5% 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.

[illegible]

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.

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.



City of Mobile
Office of Supplier Diversity

**REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS
ENTERPRISE (DBE) GOAL**

Bid/RFP/P.O./Solicitation/Other# 2025-3005-02 Current Date 2 / 25 / 25

Project Description 2024 PAYGO RESURFACING-COMMISSION DISTRICT 2

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.

Reduction of the 15% goal to a 5% goal due to the quantity of subcontractor supplied pay items included in the contract.

John Forrester

Requested By (Department Director)

(Signature)

City Engineer

(Title)

2/25/2025

(Date)

251-208-7243

Telephone Number

forresterj@cityofmobile.org

Email Address

Reviewed By (Office of Supplier Diversity)

Archnique Kidd

(Signature)

Supplier Diversity Manager

(Title)

3/10/2025

(Date)

Approved By (CAO)

ADDENDUM NO. 0001 03-12-2025

ATTACHMENT “D”

**CERTIFICATIONS, AFFIDAVITS
& PROJECT CLOSEOUT**

**CONSENT OF SURETY COMPANY
TO FINAL PAYMENT**

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2025-3005-02
2024 PAYGO RESURFACING - COMMISSION DISTRICT 2

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

Surety Company

Witness

Signature of Authorized Agent

Title

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: CITY OF MOBILE
CITY PROJECT NO. 2025-3005-02
2024 PAYGO RESURFACING - COMMISSION DISTRICT 2
OWNER: CITY OF MOBILE, ALABAMA
CONTRACTOR: _____

State of: _____
County of: _____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none) _____

Contractor: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

By: _____

Notary Public: _____

Title: _____

My Commission Expires: _____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.
2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.
3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.
4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.
6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.
7. The Contractor must provide a report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

STATE OF ALABAMA

U

BID LIMIT:

UNLIMITED

AMOUNT:

46763

LICENSE NO.:

RENEWAL

TYPE:



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

HARWELL & COMPANY LLC

SEMMES, AL 36575

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

MU: MUNICIPAL AND UTILITY

until August 31, 2025 when this Certificate expires.

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

209685

9th day of August, 2024

Michael B. Ten

SECRETARY-TREASURER

Charles A. Cole, Jr.

CHAIRMAN

ATTACHMENT “E”

SIGN DETAILS

(City Standard)

ATTACHMENT “F”

**GEOTECHNICAL REPORTS
AND/OR MIX DESIGNS**

**None Required (only signed tickets by the certified
testing company assigned to this contract by the City of
Mobile for the asphalt and the concrete)**

ATTACHMENT “G”
TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provisions of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.
2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.
3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.
4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.
2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.
3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.
5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.
6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.
7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.
8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

2025 PAYGO RESURFACING – COUNTY DISTRICT 2
PROJECT NO. 2025-3005-02

ACCOUNTING OF SALES TAX FORM

To: City of Mobile

Date: MARCH 19, 2025

Name of Project: 2024 PAYGO RESURFACING – COMMISSION DISTRICT 2

Project Number: 2025-3005-02

SALES TAX ACCOUNTING

Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

ESTIMATED SALES TAX AMOUNT

BASE BID ITEMS:

\$ 171,400.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Bidder HARWELL & COMPANY, LLC Name _____ of _____

Mailing Address 75 MIDTOWN PARK E, MOBILE, AL 36606

*By (Legal Signature) [Signature]

*Name (type or print) DOUG HARWELL (Seal)

*Title CEO

Telephone Number 251-680-0995

Jada A. Worring

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027



STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

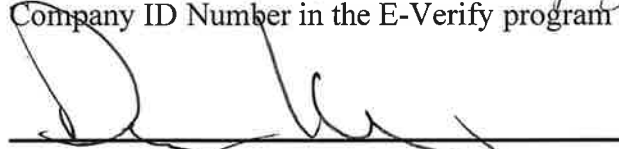
Before me, a Notary public, personally appeared Doug Harwell (affiant) who, being duly sworn says as follows:

President/CEO of Harwell + Company, LLC.

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 Owner/CEO for Harwell + Company, LLC. 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.

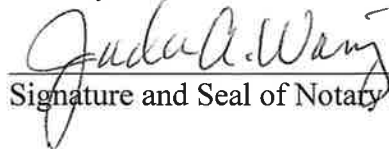
I further attest that said Harwell + Company, LLC is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 531791.



CEO of Harwell + Company, LLC

Sworn to and subscribed before me this the 17th day of April, 2025

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



Signature and Seal of Notary Public

JADA A. WORRING
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES APR. 20, 2027





Company ID Number: 531791



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Harwell and Company, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer 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 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. § 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 agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 531791

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. 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 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 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.
7. 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.
 8. 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 anti-discrimination 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 6 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



Company ID Number: 531791

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.

9. 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.

10. 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.

11. The Employer must use E-Verify 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.

12. 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.

13. 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. § 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.



Company ID Number: 531791

(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).

14. 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).

15. The Employer agrees that it will use the information it receives from E-Verify 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.

16. 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 at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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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.

19. 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.

20. 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.

21. 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.

22. 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.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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 create a second case for 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.



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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 Form I-9 information 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



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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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer 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 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. § 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 Employer.
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 employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
 3. DHS agrees to provide to the Employer 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 Employers 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 employers to take mandatory refresher tutorials.
 5. DHS agrees to provide to the Employer 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 Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
 7. DHS agrees to safeguard the information the Employer provides, 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.



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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



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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.



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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.
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.

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.



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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 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 and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer Harwell and Company, LLC	
Name (Please Type or Print) Lisa H Owen	Title
Signature Electronically Signed	Date 03/30/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/30/2012



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Harwell and Company, LLC
Company Facility Address	2390 Raymond Tanner Road Semmes, AL 36575
Company Alternate Address	P O Box 2625 Semmes, AL 36575
County or Parish	MOBILE
Employer Identification Number	271618603
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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

AL

1



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

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lhowen49@gmail.com

Name Doug Harwell
Phone Number 2516800995
Fax
Email harwellmrclean@bellsouth.net

Name Lisa H Owen
Phone Number 2514222723
Fax
Email lowen49@gmail.com



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This list represents the first 20 Program Administrators listed for this company.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: April 29, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. resolution rescinding resolution

REVIEWERS:

Lana Gauthier

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Resolution 21-596, adopted April 22, 2025, authorizing a contact D'Alo Green be declared null and void and rescinded in its entirety.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A TAXICAB SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Midrar Alkhatab to operate a taxicab service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 29, 2025, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read "Lisa C. Lambert". The signature is fluid and cursive, with the first name "Lisa" and last name "Lambert" clearly distinguishable.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Midrar Alkhatab for a Certificate of Public Convenience and Necessity to operate a taxicab service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Midrar Alkhatab individually or on behalf of Ryde smart, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

MIDRAR ALKHATAB

Business Address

Telephone: _____ Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code _____

Telephone Number _____ Driver's License #: _____

Residing in Mobile County: Years: 26 Months: 3

U.S. Citizenship: Yes _____ No X

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. X Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name Midraralkhah Title Driver Amount of Stock Held (if any) _____

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☒ Sedan ☐ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Anytime

How many vehicles (carriages) do you intend to operate? currently just one vehicle.
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Chrysler</u>	Year: <u>2021</u>	Model: <u>Pacifica</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

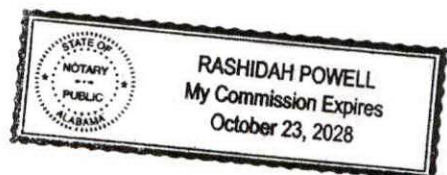
Applicant's Signature

NAME OF ENTITY:

By: Midrar alkhatab
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
3rd DAY OF April, 2025

Notary Public





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Midray alkhatab

Nickname(s) or Maiden Name: Alex

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-9"

Weight: 200 pounds

Hair Color: Black

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

[Signature]
Signature

04-03-25
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Midrar alkhatab

Date of Birth: _____ Security #: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature [Signature]

04-03-25
Date Signed

**U.S. Department of Justice**

Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

MIDRAR I ALKHATAB
3205 LLOYDS LANE APT G8
MOBILE, AL 36693

Date: 07-27-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

MIDRAR I ALKHATAB

Search Completed Result

07-27-2023 E2023209000000058285

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

A handwritten signature in black ink, reading "Chris Ormerod".

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES DIVISION
CLARKSBURG, WV 26306

DC000001Z

NCN E2023209000000058285

DC000001Z
DO 556-73 REQ
FBI-CJIS-WV
BIOMETRIC TECHNOLOGY CTR
1000 CUSTER HOLLOW RD
CLARKSBURG, WV 26306